

☐ IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.

DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	CIVIL ACTION SUMMONS (b) Form for Personal Service on a Natural Person	CASE NUMBER
PLAINTIFF(S) PRIME SPORTS MARKETING, LLC and GINA FORD	VS. DEFENDANT(S) ZION WILLIAMSON, CREATIVE ARTISTS AGENCY, LLC (CAA), Austin Brown and Lisa Joseph METELUS	CLOCK IN

THE STATE OF FLORIDA: TO EACH SHERIFF OF THE STATE, YOU ARE COMMANDED to serve this Summons and a copy of the Complaint in this lawsuit on defendant:

To Defendant(s): ZION WILLIAMSON

Address: 845 W. EMERALD SPRINGS DR.
 BOILING SPRINGS, SC 29316 7201

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response with the Clerk of the Court, you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below. The central location of the Clerk's office is at the Dade County Courthouse. The address for the courthouse, and branch locations are listed below for your convenience:

"For those unable to pay for an attorney, information on how to seek free legal assistance can be found at www.dadecountyprobono.org."

MIAMI-DADE COUNTY COURT LOCATIONS

- | | | | |
|---|--|---|---|
| <input checked="" type="checkbox"/> Dade County Courthouse (05)
Room 133
73 West Flagler Street
Miami, FL 33130 | <input type="checkbox"/> Joseph Caleb Center Court (20)
Suite 103
5400 N.W. 22nd Avenue
Miami, FL 33142 | <input type="checkbox"/> Hialeah District Court (21)
Room 100
11 East 6th Street
Hialeah, FL 33010 | <input type="checkbox"/> North Dade Justice Center (23)
Room 100
15555 Biscayne Blvd.
North Miami Beach, FL 33160 |
| <input type="checkbox"/> Miami Beach District Court (24)
Room 200
1130 Washington Avenue
Miami Beach, FL 33139 | <input type="checkbox"/> Coral Gables District Court (25)
Room 100
3100 Ponce De Leon Blvd.
Coral Gables, FL 33134 | <input type="checkbox"/> South Dade Justice Center (26)
Room 1200
10710 SW 211 Street
Miami, FL 33189 | SERVICE |

Plaintiff Attorney
 STEPHEN E. DRUMMOND, Esq.
 Florida Bar No. 155497

Address: DRUMMOND & SAWILLACE, PLLC
 175 W. Hillside Ave., Suite 205
 JAMAICA, NEW YORK 11432 (718) 298-5050

CLERK OF COURTS HARVEY RUVIN	DEPUTY CLERK	DATE ON:
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AMERICANS WITH DISABILITIES ACT OF 1990 ADA NOTICE

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174; Email ADA@jud11.flcourts.org; Fax (305) 349-7355 at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

☒ IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.
☐ IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.



DIVISION

☒ CIVIL
☐ DISTRICTS
☐ OTHER

SUMMONS 20 DAY CORPORATE SERVICE
(a) GENERAL FORMS

CASE NUMBER

PLAINTIFF(S) PRIME SPORTS MARKETING,
LLC and Gina Ford

VS. DEFENDANT(S)
Zion Williamson, CREATIVE
ARTISTS AGENCY, LLC (CAA), Austin
Brown and Lisa Josephs Metelus

SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on

defendant(s): CREATIVE ARTISTS AGENCY, LLC (CAA)
2000 AVENUES OF THE STARS, LOS ANGELES, CA 90067

Each defendant is required to serve written defense to the complaint or petition on

Plaintiff's Attorney: STEPHEN L. DRUMMOND, ESQ.

whose address is:

DRUMMOND & SQUILLACE, P.L.C.
175-61 Hillside Avenue, Suite 205
Jamaica, New York 11432 (718) 298-5050

CLOCK IN

within 20 days " Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days." after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

HARVEY RUVIN
CLERK of COURTS

DATE

DEPUTY CLERK

AMERICANS WITH DISABILITIES ACT OF 1990
ADA NOTICE

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DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER
PLAINTIFF(S) PRIME SPORTS MARKETING, LLC and Gina Ford	VS. DEFENDANT(S) Zion Williamson, CREATIVE ARTISTS Agency, LLC (CAA), Austin Brown and Lisa Josephs Metelus	SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s):

CREATIVE ARTISTS AGENCY, LLC (CAA)

420 LINCOLN ROAD, SUITE 307

MIAMI BEACH, FLORIDA 33139

Each defendant is required to serve written defense to the complaint or petition on Plaintiff's Attorney: Stephen L. Drummond, Esq.

whose address is:

DRUMMOND & SQUILLACE, PLLC

175-61 Hillside Avenue, Suite 205

Jamaica, New York 11432 (718) 298-5050

within 20 days " Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days." after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

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DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	CIVIL ACTION SUMMONS (b) Form for Personal Service on a Natural Person	CASE NUMBER
PLAINTIFF(S) Prime Sports Marketing, LLC and Gina Ford	VS. DEFENDANT(S) Zion Williamson, Creative Artists Agency, LLC (CAA), Austin Brown and Lisa Josephs Mekus	CLOCK IN

THE STATE OF FLORIDA: TO EACH SHERIFF OF THE STATE, YOU ARE COMMANDED to serve this Summons and a copy of the Complaint in this lawsuit on defendant:

To Defendant(s): Austin Brown	Address: 444 N. Michigan Avenue, Suite 3540 Chicago, Illinois 60611
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IMPORTANT

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MIAMI-DADE COUNTY COURT LOCATIONS

<input checked="" type="checkbox"/> Dade County Courthouse (05) Room 133 73 West Flagler Street Miami, FL 33130	<input type="checkbox"/> Joseph Caleb Center Court (20) Suite 103 5400 N.W. 22nd Avenue Miami, FL 33142	<input type="checkbox"/> Hialeah District Court (21) Room 100 11 East 6th Street Hialeah, FL 33010	<input type="checkbox"/> North Dade Justice Center (23) Room 100 15555 Biscayne Blvd. North Miami Beach, FL 33160
<input type="checkbox"/> Miami Beach District Court (24) Room 200 1130 Washington Avenue Miami Beach, FL 33139	<input type="checkbox"/> Coral Gables District Court (25) Room 100 3100 Ponce De Leon Blvd. Coral Gables, FL 33134	<input type="checkbox"/> South Dade Justice Center (28) Room 1200 10710 SW 211 Street Miami, FL 33189	SERVICE

Plaintiff/Plaintiff Attorney Stephen L. Drummond, Esq. Florida Bar No. 155047	Address: Drummond & Squitace, PLLC 175 W. Hillside Avenue, Suite 205 Jamaica, New York 11432 (718) 298-5050
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CLERK OF COURTS HARVEY RUVIN	DEPUTY CLERK	DATE ON:
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PLAINTIFF(S) PRIME SPORTS MARKETING, LLC and Gina Ford	VS. DEFENDANT(S) Zion Williamson, CREATIVE ARTISTS AGENCY, LLC (CAA) Austin Brown and Lisa Josephs Metelus	CLOCK IN

THE STATE OF FLORIDA: TO EACH SHERIFF OF THE STATE, YOU ARE COMMANDED to serve this Summons and a copy of the Complaint in this lawsuit on defendant:

To Defendant(s):

LISA JOSEPHS METELUS

Address:

20631 NW 7th COURT
MIAMI GARDENS, FLORIDA 33169

IMPORTANT

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<input type="checkbox"/> Miami Beach District Court (24) Room 200 1130 Washington Avenue Miami Beach, FL 33139	<input type="checkbox"/> Coral Gables District Court (25) Room 100 3100 Ponce De Leon Blvd. Coral Gables, FL 33134	<input type="checkbox"/> South Dade Justice Center (26) Room 1200 10710 SW 211 Street Miami, FL 33189	SERVICE

Plaintiff/Plaintiff Attorney
STEPHEN L. DEMMOND, Esq.
Florida Bar No. 155497

Address: DEMMOND & SQUILLACE P.C.
175-61 Hillside Avenue, Suite 205
Jamaica, New York 11434
(718) 298-5050

CLERK OF COURTS
HARVEY RUVIN

DEPUTY CLERK

DATE ON:

**AMERICANS WITH DISABILITIES ACT OF 1990
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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CIVIL ACTION

-----X
PRIME SPORTS MARKETING, LLC and GINA FORD,
Individually and in her official capacity as President of PRIME
SPORTS MARKETING, LLC,

Plaintiffs,

CASE NO:

v.

ZION WILLIAMSON, CREATIVE ARTISTS AGENCY, LLC (CAA),
AUSTIN BROWN, Individually and in his official capacity as agent/
employee/licensee of CREATIVE ARTISTS AGENCY, LLC, (CAA) and
LISA JOSEPHS METELUS, Individually and in her official capacity
as agent/employee/licensee of CREATIVE ARTISTS AGENCY, LLC (CAA)

Defendants.
-----X

COMPLAINT

COMES NOW, the Plaintiffs, PRIME SPORTS MARKETING, LLC and GINA FORD, Individually and in her official capacity as President of PRIME SPORTS MARKETING, LLC, by and through their undersigned attorney, and files this Complaint, sue ZION WILLIAMSON, CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN, Individually and in his official capacity as agent/employee/licensee of CREATIVE ARTISTS AGENCY, LLC (CAA) and LISA JOSEPHS METELUS, Individually and in her official capacity as agent/employee/licensee of CREATIVE ARTISTS AGENCY, LLC (CAA) and allege as follows:

1. This is an action, including counts for breach of contract, breach of the implied duty of good faith and fair dealings, fraud, tortious interference with a contract, civil conspiracy, unjust enrichment, unjust enrichment, misappropriation, violation of Florida Uniform Trade

Secret Acts, Declaratory Judgment, Injunction Relief and Punitive Damages, for damages in excess of Fifteen Thousand Dollars, (\$15,000.00), exclusive of attorney's fees and costs.

2. Plaintiff PRIME SPORTS MARKETING, LLC is a Florida Limited Liability Company, with its Principal Place of Business/Principle Office located at 13465 SW, 151 Terrace, Miami, Florida 33186 within the Jurisdiction of this Circuit Court and the County of this Circuit Court.

3. Plaintiff GINA FORD, is the President of PRIME SPORTS MARKETING, LLC and is also a resident of the State of Florida whose primary residence is located within the Jurisdiction of this Circuit Court and the County of this Circuit Court.

4. Defendant ZION WILLIAMSON is a residence of the State of South Carolina.

5. Defendant CREATIVE ARTISTS AGENCY, LLC (CAA) is a limited Liability Corporation with its Principal Place of Business located at 2000 Avenues of the Stars, Los Angeles, California and with additional headquarters located at 405 Lexington Avenue, 19th Floor, New York, New York 10174 and with additional offices located at 420 Lincoln Road, Suite 307, Miami Beach, Florida 33139 and duly organized and existing under and by virtue of the Laws of the States of New York and/or California

6. Defendant AUSTIN BROWN, is residence of the State of Illinois and is sued herein in his individual capacity and in his official capacity as an employee, servant, agent and more specifically, as an NBA Agent with/for Defendant CREATIVE ARTISTS AGENCY, LLC (CAA).

7. Defendant, LISA JOSEPHS METELUS, is a residence of the State of Florida and is sued herein in her individual capacity and in her official capacity as an employee, servant, agent, including, but not limited as a Marketing Agent with/for Defendant CREATIVE

ARTISTS AGENCY, LLC (CAA) and whose primary residence is located, based upon information and belief, is within the Jurisdiction of this Circuit Court and the County of this Circuit Court.

8. The Circuit Court of Miami Dade County, Florida has jurisdiction as Plaintiff PRIME SPORTS MARKETING, LLC is a Florida Limited Liability Company, with its Principal Place of Business/Principle Office located at 13465 SW, 151 Terrace, Miami, Florida 33186 within the Jurisdiction of this Circuit Court and the County of this Circuit Court.

9. The Circuit Court of Miami Dade County, Florida has jurisdiction as, Plaintiff GINA FORD, is the President of Plaintiff PRIME SPORTS MARKETING, LLC and is also a resident of the State of Florida whose primary residence is located within the Jurisdiction of this Circuit Court and the County of this Circuit Court.

10. The Circuit Court of Miami Dade County, Florida has jurisdiction pursuant to Section 26.012, Florida Statutes, and Section 48.193, Florida Statutes, in that Defendant, CREATIVE ARTISTS AGENCY, LLC (CAA) has operated, conducted, engaged in, or carried on a business venture in this State, has an office or agency in this State, and as engaged in tortuous interference with a contract governed by the laws of this State and other tortuous conduct against and that as adversely affected Plaintiffs, whose residence are located within this State, within the Jurisdiction of this Circuit and within the County of this Circuit Court.

11. Venue is proper in Miami Dade County, Florida, in that Plaintiffs, and, based upon information and belief, Defendant LISA JOSEPHS METELUS are residence of/domiciled in Miami, Dade County and further, Defendant CREATIVE ARTISTS AGENCY, LLC (CAA) has an office located in Miami, Dade County, Florida, conducts business in Miami, Dade County, and this cause of action, in whole or in part, accrued in Miami, Dade County, Florida.

12. All conditions precedent to this action have been performed, satisfied or waived.

13. This Court further has subject matter jurisdiction over the within action based upon including, but not limited to: Defendants violation of the Florida Uniform Trade Secret Acts, Title XXXIX, Chapter 688, Section 688.001, *et. seq.*, and, Florida's Implied Duty of Good Faith and Fair Dealings relative to contracts.

14. This Court further has jurisdiction over the within matter as the contract given rise to the dispute herein by its terms, conditions which were agreed upon by all parties to the contract herein, is to be governed, interpreted and construed by the applicable laws of the State of Florida.

GENERAL AND FACTUAL ALLEGATIONS.

15. That all relevant times herein mentioned, Defendant ZION WILLIAMSON is an adult male of high intelligence with exceptional business acumen and one who is acutely cognizant of his value as a basketball superstar and of his branding, marketability and earning potential.

16 That at all relevant times herein mentioned, upon information and belief, Defendant ZION WILLIAMSON, from a very early stage in his life, dreamed of and aspired to becoming a professional NBA player.

17. That at all relevant times herein mentioned, upon information and belief, Defendant ZION WILLIAMSON, and those who advise and support him, including but not limited to his mother and stepfather, have embarked upon years of strategic maneuvering and decision-making to put Defendant ZION WILLIAMSON in the best suited position to achieve, at the earliest opportunity, his dream of becoming a professional NBA player and star.

18. That at all relevant times herein mentioned, upon information and belief,

Defendant ZION WILLIAMSON has been and continues to be strategic in the planning of his collegiate and professional basketball career including, but not limited to, his intentional and knowing decision to attend Duke University—a decision which stunned the basketball community and fans of Clemson University and as well as, his intentional and knowing decision to be and declare himself as an early-entrant to/for the 2019 NBA Draft.

19. That at all relevant times herein mentioned, Defendant ZION WILLIAMSON has been declared by NBA experts to be one of the most dominant collegiate players in recent history who has received numerous awards for his basketball athleticism and high ranking records and averages.

20. That at all relevant times herein mentioned, based upon his performance as the high-flying dominant forward of Duke University's male basketball team, many basketball experts opined and continued to opine that Defendant ZION WILLIAMSON, should he declare his eligibility for the 2019 NBA Draft, would most likely be the No. 1 Draft pick whose marketability could rival that and/or surpass NBA legends including, but not limited to, LeBron James, Kobe Bryant and Michael Jordan.

21. That at all relevant times herein mentioned, based upon his exceptional basketball ability exhibited from when he first started playing with Duke from the early stages of the 2018-2019 NCAA basketball season, coupled with his personality, his demonstrated intelligence and his overall presentation, experts opined and continued to opine that Defendant ZION WILLIAMSON potentially, within a short time, would garner financial revenue of approximately One Billion Dollars from endorsements, deals and an NBA contract.

22. That at all relevant times herein mentioned, in or about before January 2019 and continuing thereafter, Defendant ZION WILLIAMSON, with the support and advice of his

mother and stepfather, started their strategic and analytical assessment as to which NBA team, which marketing agent/agency, which athletic companies and which associations and/or relationships would best serve to place Defendant ZION WILLIAMSON in the best strategic position to not only play in the NBA but to secure his placement as the 2019 No. 1 Draft pick and to maximize his monetary potential as an NBA superstar who may realize revenues of One Billion Dollars or more in the immediate years to come.

23. That at all relevant times herein mentioned, in the early stages of the 2018-2019 NCAA season, Defendant ZION WILLIAMSON became a national collegiate basketball sensation and based on this exposure, Defendant ZION WILLIAMSON, with his mother and stepfather, desired that Defendant ZION WILLIAMSON not only become a national sensation but, that, he become an international and worldwide marketable and rainmaking superstar in order to attract both domestic and international/worldwide endorsements and opportunities.

24. That at all relevant times herein mentioned, upon information and belief, Defendant ZION WILLIAMSON, with his mother and stepfather, knowingly, voluntarily, intelligently and strategically began to research and evaluate which marketing firms and/or agents would best serve to help propel Defendant ZION WILLIAMSON to become this marketable international and worldwide rainmaking superstar.

25. That at all relevant times herein mentioned, upon information and belief, Defendant ZION WILLIAMSON, with his mother and stepfather, through their research, identified and learned of Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD, and of their proven history of successful domestic and international branding and marketing of athletes.

26. That at all relevant times herein mentioned, in or about February 2019, after

sustaining physical injury while playing for Duke University, upon information and belief, Defendant ZION WILLIAMSON realized that continuing to play at the collegiate level, risking injury, could jeopardize his dream of becoming an NBA player and his dream of becoming not only a national sensation but, that, he become an international and worldwide marketable and rainmaking superstar in order to attract both domestic and international/worldwide endorsements and opportunities.

27. That at all relevant times herein mentioned, from in or about prior to March 2019 and continuing thereafter, Defendant ZION WILLIAMSON, having already been publically declared by experts to be the potential No. 1 2019 NBA Draft pick, and having realized that he risks sustaining career ending injury while still at the collegiate playing level, repeatedly, continuously, publically and privately stated and declared that he would absolutely be declaring as an early entrant for the 2019 NBA Draft and that even though he returned post injury to play with his team out of loyalty, once he declares, he absolutely would not and will not be returning to play for Duke University nor be returning to play as a collegiate basketball player.

28. That on or about April 15, 2019, Defendant ZION WILLIAMSON publically declared eligible for the 2019 NBA draft and, at that time and thereafter, he did not intend to return to Duke University as a student athlete and it was his intent to end his collegiate career.

29. That on or before April 15, 2019, and at all relevant times herein mentioned, Defendant ZION WILLIAMSON and his mother and stepfather knew and/or had reasons to know that he was projected to be and that he would, in fact be, the No. 1 Draft pick for the 2019 NBA Draft and that, as the No. 1 Draft pick, Defendant ZION WILLIAMSON, separate and apart from endorsements, would immediately be signing a multi-million dollar NBA contract once picked.

30. That at all relevant times herein mentioned, unlike other NCAA collegiate basketball athletes who may be testing the waters by declaring for the 2019 NBA Draft, Defendant ZION WILLIAMSON, with his mother and stepfather, knew and/or had reasons to know that Defendant ZION WILLIAMSON was not testing the waters by declaring for the 2019 NBA Draft and that for all intent and purpose, knew that he would be drafted, knew that he would be drafted as the No. 1 Draft pick and knew that he would be accepting whichever team selected him and that he was never returning to play collegiate basketball ever again.

31. That, Defendant ZION WILLIAMSON, with his mother and stepfather, continued to publically declare, in sum and substance, that while playing for Duke University may have been the best year of his life up until that point, he was not returning to Duke nor to any collegiate basketball because the reality in which Defendant ZION WILLIAMSON lives is one in which he wants to realize his ultimate dream of playing in the NBA and taking care of his family.

32. That all relevant times herein mentioned, on or about March 13, 2019, the NCAA issued a Memorandum to the NCAA Division 1 Directors of Athletics, Senior Compliance Administrators and Men's Basketball Head Coaches detailing and highlighting the important NCAA rules related to maintaining NCAA eligibility while "testing the waters" with the 2019 NBA Draft. *Annexed hereto and made a part hereof as Exhibit "A" is a copy of the March 13, 2019 NCAA Memorandum.*

33. That the March 13, 2019 NCAA Memorandum details and highlights the rules governing men's basketball student-athlete eligibility and ineligibility, and in particular, those governing the 2019 NBA Draft, as follows:

"A men's basketball student-athlete will lose his eligibility IF:

Nos. 1-6 below are NEW IN 2019!

1. He enters the NBA Draft without requesting an Undergraduate Advisory Committee evaluation from the NBA.
2. He agrees orally or in writing to be represented by any individual other than a NCAA-certified agent.
3. He accepts any benefits from an individual other than a NCAA-certified agent.
4. He accepts any benefits from a NCAA-certified agent that are not expressly permitted by the NCAA legislation or outside of the permissible timeframe allowed by NCAA legislation.
5. He participates in a tryout with a NBA team that lasts longer than 48 hours (exception for the NBA Draft Combine and G League Elite Camp held in connection with the Combine), which he has not personally financed, or a NCAA-certified agent has not financed.
6. He misses class to participate in a tryout, including travel to and from the tryout (exception for the NBA Draft Combine and G League Elite Camp held in connection with the Combine).
7. He enters the NBA Draft AND does not take the appropriate steps to withdraw and declare his intention to resume intercollegiate participation.
8. He enters the NBA Draft AND is drafted by a professional team.

It is important to note that an institution may cancel a student-athlete's athletic scholarship if he has an agreement with a non-NCAA certified agent or otherwise jeopardizes his eligibility during this process."

See Exhibit "A", *supra*.

34. That upon information and belief, on or about March 13, 2019 and prior to April 15, 2019, and at all relevant times herein mentioned, the March 13, 2019 NCAA Memorandum regarding the NCAA rules for the eligibility and ineligibility of the men's basketball student-athletes for the 2019 NBA Draft, was provided to Duke University and, in particular, to Duke University's men's basketball head Coach.

35. That upon information and belief, and at all relevant times herein mentioned, on

or about March 13, 2019 and before April 15, 2019, Duke University and/or its Head Coach and/or men's basketball coaching staff, consistent with the spirit and intent of the NCAA March 13, 2019 Memorandum, informed, instructed, advised, discussed, explained, and provided a copy of, the NCAA March 13, 2019 Memorandum to the entire Duke University's men's basketball team and, in particular, to Defendant ZION WILLIAMSON.

36. That at all relevant times herein mentioned, upon information and belief, in addition to other conduct, and as a manifest demonstration that Defendant ZION WILLIAMSON did not, would not and will not return to Duke University or any other collegiate basketball, prior to April 20, 2019, Defendant ZION WILLIAMSON engaged in conduct that rendered and renders him ineligible to be or remain a student-athlete including, but not limited to:

- (a) He agrees orally or in writing to be represented by any individual other than a NCAA-certified agent;
- (b) He accepts any benefits from an individual other than a NCAA-certified agent; and
- (c) He entered the NBA Draft AND did not intend to and did not take the appropriate steps to withdraw and declare any intention of resuming intercollegiate participation and, in fact, repeatedly and publically declared and made it abundantly clear that he was not ever returning to intercollegiate basketball.

37. That from prior to April 15, 2019 and continuing to on or about April 20, 2019, and at all relevant times herein mentioned, Defendant ZION WILLIAMSON was not a student-athlete.

38. That, upon information and belief, prior to April 20, 2019, Defendant ZION

WILLIAMSON entered the NBA Draft AND did not intend to and did not take the appropriate steps to withdraw and declare any intention of resuming intercollegiate participation and, in fact, repeatedly and publically declared and made it abundantly clear that he was not ever returning to intercollegiate basketball.

39. That, at all relevant times herein mentioned, Defendant ZION WILLIAMSON, with his mother and stepfather, having researched and identified Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD and having assessed Plaintiffs to be the best marketing firm for Defendant's desire to become a national and international/worldwide marketable professional athlete, sought out, contacted and/or requested to meet with Plaintiffs in furtherance of retaining Plaintiff PRIME SPORTS MARKETING, LLC to serve as Defendant ZION WILLIAMSON's exclusive marketing, branding and endorsement firm to make Defendant ZION WILLIAMSON an international and worldwide marketable and rainmaking superstar in order to attract both domestic and international/worldwide endorsements and opportunities.

40. That on or about April 19, 2019, and at all relevant times herein mentioned, upon information and belief, in furtherance of Defendant ZION WILLIAMSON's desire to become a national and international/worldwide marketable professional athlete, Defendant ZION WILLIAMSON with his mother and stepfather contacted, and/or caused to be contacted, and invited and/or caused Plaintiff GINA FORD to be invited to where Defendant ZION WILLIAMSON resided to discussed and negotiate Plaintiffs' exclusive representation of Defendant ZION WILLIAMSON for marketing, branding and endorsement opportunities and further discussed and negotiated the contract Agreement setting forth the terms and conditions of same.

41. That on or about April 20, 2019, and at all relevant times herein mentioned, after

due deliberation, negotiation and agreement, with his mother and father present both of whom were actively involved in same deliberation, negotiation and agreement, Defendant ZION WILLIAMSON, with his mother and stepfather again invited and/or caused to be invited Plaintiff GINA FORD back to where Defendant ZION WILLIAMSON resided to meet again with him and his parents during which they all, again, discussed and agreed upon the terms and conditions of Plaintiffs' representation of Defendant ZION WILLIAMSON for marketing, branding and endorsement opportunities.

42. That on or about April 20, 2019, and at all relevant times herein mentioned, Defendant ZION WILLIAMSON, as an adult, knowingly, voluntarily and intelligently entered into a Consulting and Joint Marketing and Branding Agreement with Plaintiff PRIME SPORTS MARKETING, LLC and with Plaintiff GINA FORD to serve as his exclusive marketing, branding and endorsement consultant for a term of five (5) years. *Annexed hereto and made a part hereof as Exhibit "B" is a copy of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement.*

43. That at all relevant times herein mentioned, in addition to other terms and conditions of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON, in the presence of and with the advice of his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed to Plaintiff PRIME SPORTS MARKETING, LLC, though and by Plaintiff GINA FORD, "...1.6 Giving advice on the building of client's brand domestically and internationally..."

44. That at all relevant times herein mentioned, That in furtherance of the April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON, Plaintiff GINA FORD, on behalf of Plaintiffs, agreed for Plaintiffs to serve as the exclusive Global Marketing Firm/Agent

for Defendant ZION WILLIAMSON and to decline representation by Plaintiffs, for the first two years of the April 20, 2019 five year contract, of any other basketball player; thereby agreeing for Plaintiffs to forego and decline representation of and to decline income from representation of any other basketball player. See Exhibit “B”, *supra*.

45. That at all relevant times herein mentioned, in addition to other terms and conditions of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON, in the presence of and with the advice of his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed that, in exchange for the marketing and branding services provided by the Plaintiffs, Defendant ZION WILLIAMSON agreed to pay/compensate Plaintiffs with Fifteen percent (15%) of the gross value of any compensation received by him from/by any and all of the branding/marketing/endorsement deals identified, sought out and/or obtained by Plaintiffs on his behalf during the tenure of the Agreement and further agreed to pay Plaintiffs the same 15% of his gross earnings in perpetuity for all compensation/consideration/earnings made and received by him including after the expiration or termination of the Agreement/contract, that are/were derived from any and all engagements, contracts and/or agreement introduced by Plaintiffs and/or entered into and/or substantially negotiated by Plaintiffs on Defendant ZION WILLIAMSON’s behalf. See Exhibit “B”, *supra*.

46. That at all relevant times herein mentioned, in addition to other terms and conditions of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON, in the presence of and with the advice of his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed that all third marketing deals and/or endorsement opportunities brought to or presented to

Defendant ZION WILLIAMSON, that was not obtained or presented to him by Plaintiffs, were to be presented to Plaintiffs for Plaintiffs to discuss, negotiate and finalize any and all terms and conditions for any and all such contracts from any all such third parties deals/opportunities on behalf of Defendant, ZION WILLIAMSON and in exchange for such services, Plaintiffs would receive compensation.

47. That at all relevant times herein mentioned, in addition to other terms and conditions of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON, in the presence of and with the advice of his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed and covenanted, pursuant to Paragraph 10 of the April 20, 2019 contract/Agreement, "...to keep, protect and hold confidential all information shared between the parties that is related to the matters of this Agreement. Such information includes but is not limited to, any trade secrets, business plans, strategies ... concerning the Client..." See Exhibit "B", *supra*.

48. That at all relevant times herein mentioned, in addition to other terms and conditions of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON, in the presence of and with the advice of his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed that termination of the Consulting and Joint Marketing and Branding Agreement/contract by any party to same Agreement/contract can only be upon thirty (30) days clear written notice to the other party and can only be made **for cause**. See id.

49. That at all relevant times herein mentioned, in addition to other terms and conditions of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON, in the presence of and with the advice of

his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed that the validity, interpretation and performance of the Agreement is controlled by and construed under the **laws of the State of Florida.** See id.

50. That on or about April 20, 2019, and at all relevant times herein mentioned, in furtherance of same Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON knowingly, voluntarily and intelligently appointed Plaintiff GINA FORD, by letter of Authorization dated April 20, 2019, as his Global Marketing Agent. To that end, Defendant ZION WILLIAMSON wrote:

“Letter of Authorization

April 20th, 2019

Prime Sports Marketing
Gina Ford
13727 SW 152nd Street #319
Miami, Fl 33177

I Zion Williamson effective immediately appoint Gina Ford as my Global Marketing Agent. I grant full permission to Gina Ford to negotiate and secure opportunities on my behalf and to work together to determine how to best position our efforts going forward. I look forward to working with you and believe that your guidance will be instrumental in assisting me with achieving my long term goals.

Sincerely,

Zion Williamson (Athlete)

ID:” *Annexed hereto and made a part hereof as Exhibit “C” is a copy of the April 20, 2019 Letter of Authorization and a copy of a photograph of Defendant Zion Williamson and Plaintiff Gina Ford taken in/at Defendant Zion Williamson’s residence on April 20, 2019 after the execution of the April 20, 2019 contract/Agreement and Letter of Authorization.*

51. That on April 20, 2019 and at all relevant times herein mentioned, demonstrative of Defendant ZION WILLIAMSON being consciously aware that he, by his own prior conduct, actions, statements and/or omissions/inactions, was no longer a student-athlete, Defendant ZION WILLIAMSON signed both the April 20, 2019 Consulting and Joint Marketing and Branding Agreement and the April 20, 2019 Letter of Authorization appointing Plaintiff GINA FORD to

be his Global Marketing Agent stating that he was an “athlete” and not a student-athlete. See Exhibits “B” and “C”, *supra*.

52. That at all relevant times herein mentioned, upon information and belief, in furtherance of the duly entered and executed Consulting and Joint Marketing and Branding Agreement/contract, Plaintiffs performed the contracted services and successfully identified, sought out, obtained and/or negotiated on Defendant ZION WILLIAMSON’s behalf, numerous potential and actual multi-million dollar endorsement/branding deals, to wit:

a. Plaintiffs successfully identified, sought out and negotiated actual marketing/branding deals/endorsements on Defendant ZION WILLIAMSON’s behalf with: Activision Publishing/Call of Duty Video Game Franchise; NBA Live/EA Sports, Fanatics Authentic & Panini America (Sports Memorabilia and Trading Card Brand); NBA 2K and BioSteel -- all of which Plaintiffs, in performance of the April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON, had presented to Defendant ZION WILLIAMSON for acceptance; and

b. Plaintiffs, using Plaintiffs’ unique skills set, trade secrets, work product and/or business relationships sought out and identified, contacted, discussed and was engaged in ongoing fruitful negotiations on Defendant ZION WILLIAMSON’S behalf for additional multi-million dollar endorsement/branding deals with companies including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola) and others.

53. That at all relevant times herein mentioned, upon information and belief, in furtherance of the duly entered and executed Consulting and Joint Marketing and Branding Agreement/contract, Plaintiffs secured for Defendant ZION WILLIAMSON a potential

shoe/sneaker deal by which he would not only have his own sneaker/shoe, but would, based upon Plaintiffs trade secret and work product, obtain a shoe/sneaker deal that would revolutionize the professional athlete shoe market, particularly for professional basketball players.

54. That at all relevant times herein mentioned, upon information and belief, on or about April 28, 2019, Plaintiff GINA FORD, with Defendant ZION WILLIAMSON's mother and stepfather at Defendant ZION WILLIAMSON'S direction, permission, authorization and full knowledge, met with a the representative of/for the foregoing potential shoe/sneaker company deal during which Plaintiff GINA FORD successfully secured, obtained and negotiated same to include, but not be limited to, monetary compensation of an immediate One Hundred Million Dollar (\$100,000,000.00) to be tendered to Defendant ZION WILLIAMSON upon execution of the contract for same shoe/sneaker company deal.

55. That at all relevant times herein mentioned, in furtherance of, in furtherance of the duly entered and executed Consulting and Joint Marketing and Branding Agreement/contract, Plaintiffs reviewed, and negotiated the contract terms for Defendant ZION WILLIAMSON, which Defendant ZION WILLIAMSON accepted and agreed to perform, for a photo shoot and interview with Slam Magazine whereby Defendant ZION WILLIAMSON was featured on the cover of Slam Magazine with a feature spread and interview for the Magazine.

56. That on or about April 28, 2019, and at all relevant times herein mentioned, Defendant ZION WILLIAMSON appeared at Duke University with Plaintiff GINA FORD and performed the Slam Magazine photo shoot and feature spread. *Annexed hereto and made a part hereof as Exhibit "D" is a copy of the Slam Magazine interview of Defendant Zion Williamson.*

57. That, at all relevant times herein mentioned, Defendant ZION WILLIAMSON's

Slam Magazine interview stated: "...I'm just trying to make the most of what I got. I love Duke...If I didn't have as much at stake, I probably would stay for another year. But I can't...So if I could come back for a second year I would, but unfortunately that's just not the reality we live in. The reality we live in is [that] my ultimate dream is the NBA. It's what I've been dreaming about as a kid so I have to pursue that. And I have to take care of my family."

58. That, at all relevant times herein mentioned, Defendant ZION WILLIAMSON's interview with Slam Magazine confirms that he had also already informed his fellow Duke teammates, prior to his declaring for the Draft, that he was declaring for the 2019 NBA Draft and was not coming back to play for Duke/collegiate basketball. See Exhibit "D", *supra*. Defendant ZION WILLIAMSON told Slam Magazine that, in response, his Duke teammates told him: "...We know you love this place but you gotta do what's best for you and your family. Nobody is going to hate you for this." See id.

59. That on or about April 28, 2019, and at all relevant times herein mentioned, on the campus of Duke University and during the time period of the Slam Magazine photo shoot, Defendant ZION WILLIAMSON, upon information and belief, introduced Plaintiff GINA FORD and well as Plaintiff's GINA FORD'S business partner to Duke University's men's basketball team Head Coach. *Annexed hereto and made a part hereof as Exhibit "E" is a copy of a photograph of Defendant Zion Williamson, Plaintiff Gina Ford and Duke University men's basketball coach taken on April 28, 2019 during the time period of the Slam Magazine photo shoot.*

60. That on or about April 28, 2019, and at all relevant times herein mentioned, based upon information and belief, on the campus of Duke University and during the time period of the Slam Magazine photo shoot, after the foregoing introduction, Plaintiff GINA FORD'S business

partner advised and told Duke University Men's Basketball Head Coach that Plaintiff GINA FORD was Defendant ZION WILLIAMSON'S marketing agent.

61. That after the April 28, 2019 Slam Magazine photo shoot, on or about April 29, 2019 Defendant ZION WILLIAMSON, with his mother and stepfather, again invited and/or caused to be invited, Plaintiff GINA FORD to Defendant ZION WILLIAMSON's residence and discussed the strategic vision and future marketing/endorsement opportunities that Plaintiffs were in the midst of securing offers to present to Defendant ZION WILLIAMSON. During this meeting, Plaintiff GINA FORD provided and/or caused to be provided to Defendant ZION WILLIAMSON and/or his parents Plaintiffs' strategic marketing and branding ideas to make Defendant ZION WILLIAMSON an international and worldwide marketable and rainmaking superstar and Plaintiffs' strategic plans to attract both domestic and international/worldwide endorsements and opportunities for Defendant ZION WILLIAMSON.

62. That, at all relevant times herein mentioned, in furtherance of the duly entered and executed Consulting and Joint Marketing and Branding Agreement/contract, Plaintiffs secured and obtained for Defendant ZION WILLIAMSON, a nationally televised commercial for compensation which Defendant ZION WILLIAMSON knowingly, intelligently and voluntarily, and with the advice of his mother and stepfather, accepted and agreed to perform for which Defendant ZION WILLIAMSON knowingly, intelligently and voluntarily entered into and executed a contract.

63. That on or about May 14, 2019, and at all relevant times herein mentioned, Defendant ZION WILLIAMSON and his parents invited and requested that Plaintiff GINA FORD appear with them at the 2019 NBA Draft Lottery in Chicago, Illinois and to appear at same with him as his exclusive Global Marketing Agent as same lottery would reveal the team

that Defendant ZION WILLIAMSON would contract with as he was/is the projected No. 1 pick for the 2019 NBA Draft on June 20, 2019 to which Plaintiff GINA FORD did, in fact, appear.

64. That on or about May 14, 2019 at the 2019 NBA Draft Lottery in Chicago, Illinois, and at all relevant times herein mentioned, upon information and belief, Plaintiff GINA FORD and LISA JOSEPHS METELUS discussed that Plaintiffs were representing Defendant ZION WILLIAMSON as Defendant ZION WILLIAMSON's exclusive Global Marketing Firm/Agent.

65. That at all relevant times herein mentioned, on or about May 14, 2019 at the 2019 NBA Draft Lottery in Chicago, Illinois, where Defendant ZION WILLIAMSON personally appeared, the New Orleans Pelicans won the first draft pick for the 2019 NBA Draft which will be held on June 20, 2019.

66. That at all relevant times herein mentioned, on or about May 14, 2019, and continuing thereafter to date, after hearing that the New Orleans Pelicans won the first draft pick for the 2019 NBA Draft, Defendant ZION WILLIAMSON and/or his stepfather, made it abundantly clear that Defendant ,ZION WILLIAMSON had long decided that, irrespective of which NMA Team secured the number one NBA Draft pick in the Lottery, Defendant ZION WILLIAMSON was not and would not return to Duke and/or to collegiate basketball and would, in fact, realize his childhood dream of playing in the NBA and securing financial compensation to take care of himself and his family.

67. That at all relevant times herein mentioned on or about May 15, 2019, Defendant ZION WILLIAMSON's stepfather during an interview in Baton Rouge, Louisiana with "Off the Bench" radio show, again declared and emphasized that returning to collegiate basketball and/or to Duke University was not even a consideration for Defendant ZION WILLIAMSON. To that

end, based upon information and belief, Mr. Lee Anderson, Defendant ZION WILLIAMSON's stepfather stated that returning for a second season with Duke University's Blue Devils: "is not something that we have even considered... it is the process of the NBA and certainly we're excited about the Crescent City down there in New Orleans... we met with [David Griffin, the Pelicans Executive Vice President of Basketball Operations] and had a great conversation and are excited at the prospect of coming down there and getting settle and looking for a place to stay and all these good things". *Annexed hereto and made a part hereof as Exhibit "F" is a copy of the May 16, 2019, article in the Washington Post entitled "Would Zion Williamson Return to Duke, His Stepfather Says No, Quieting the Speculation."*

68. That at all relevant times herein mentioned on or about May 15, 2019, based upon information and belief, when Defendant ZION WILLIAMSON's stepfather made the foregoing statement which, in sum and substance, confirmed and/or demonstrated that Defendant ZION WILLIAMSON's decision not return to Duke and/or to collegiate basketball had long been made, he did so because he knew and/or had reasons to know that Defendant ZION WILLIAMSON had knowingly, voluntarily and intelligently engaged in acts and/or conduct that rendered him ineligible to return to and/or ineligible to reinstate his student athlete status/eligibility.

69. That at all relevant times herein mentioned, on or about May 15, 2019, Defendant ZION WILLIAMSON's stepfather, during the same "Off the Bench" radio show interview, stated that Defendant ZION WILLIAMSON and his family accept how the lottery turned out and further stated that: "One thing that Zion has always been taught is that you accept the things that you can't change. You change the things that you can change."

70. That on or about May 23, 2019, and at all relevant times herein mentioned, in

addition to Defendant ZION WILLIAMSON's intentional conduct preceding his April 20, 2019 contract with Plaintiffs, Defendant ZION WILLIAMSON knew that accepting compensation for any endorsement deals/opportunities would render him ineligible to return to Duke University and/or to return to collegiate basketball and/or rescinded his student-athlete status. Knowing the foregoing, Defendant ZION WILLIAMSON, knowingly, intelligently and voluntarily, upon information and belief, flew with his mother and stepfather to the State of California and performed in the nationally televised commercial obtained, negotiated and secured by Plaintiffs for Defendant ZION WILLIAMSON for which he received compensation.

71. That on or about May 23, 2019, at the request of Defendant ZION WILLIAMSON and his parents, Plaintiff GINA FORD met with Defendant ZION WILLIAMSON's stepfather in California and provided him Plaintiffs' extensive and comprehensive marketing plan that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), Biosteel and others.

72. That at all relevant times herein mentioned, after meeting with Plaintiff GINA FORD in California on or about May 23, 2019 after Defendant ZION WILLIAMSON'S television commercial shoot, Defendant ZION WILLIAMSON and his parents instructed, directed and further authorized Plaintiff GINA FORD to continue to discuss and negotiate the terms and conditions of the contracts for/with PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), BioSteel and others on his behalf so that same deals could be

finalized with contracts and financial compensation for Defendant ZION WILLIAMSON to enter into and execute.

73. That at all relevant times herein mentioned, at the NBA Draft Lottery on May 14, 2019 and subsequent thereafter, Defendant ZION WILLIAMSON, his stepfather and his mother advised Plaintiff GINA FORD that they had been contacted by NBA Agents for the purpose of securing Defendant ZION WILLIAMSON a NBA player's contract with a NBA Team.

74. That at all relevant times herein mentioned, subsequent to May 14, 2019 and prior to May 29, 2019, Defendant ZION WILLIAMSON, his stepfather and his mother advised Plaintiff GINA FORD that during this time period they would be meeting with and negotiating a contract with prospective NBA Agents to discuss Defendant ZION WILLIAMSON signing a NBA Agent for his professional NBA career and that they only intend to sign with and need a NBA Agent as Plaintiffs already were/are Defendant ZION WILLIAMSON's exclusive Global Marketing Firm/Agent.

75. That at all relevant times herein mentioned, that on or about May 23, 2019, Defendant ZION WILLIAMSON, and/or his parents, requested that Plaintiff GINA FORD provide them with a copy of Plaintiffs' extensive and comprehensive marketing plan that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), BioSteel and others.

76. That at all relevant times herein mentioned, that on or about May 23, 2019, Defendant ZION WILLIAMSON, and/or his parents told Plaintiff GINA FORD that the reason

Defendant ZION WILLIAMSON wanted a copy of Plaintiffs' extensive and comprehensive marketing plan that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), BioSteel and others was to, once Defendant ZION WILLIAMSON signs with a NBA Agent, to establish and/or facilitate a direct working relationship between Defendant ZION WILLIAMSON's NBA Agent and Plaintiffs as Defendant ZION WILLIAMSON's exclusive Global Marketing Firm/Agent.

77. That at all relevant times herein mentioned, based upon information and belief, Duke University's Men's Basketball Head Coach was/is represented by and/or was/is associated with Defendant CREATIVE ARTISTS AGENCY, LLC (CAA).

78. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, Defendant ZION WILLIAMSON, his mother and/or stepfather was contacted by Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or by their agents, servants and employees to meet with same Defendants to discuss and negotiate same Defendants' representation of Defendant ZION WILLIAMSON.

79. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, when Defendant ZION WILLIAMS, his mother and/or stepfather was contacted and/or had communications with directly and/or indirectly with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or with their agents, servants and employees, Defendants,

CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or their agents, servants and employees, had actual knowledge, was aware of and/or had reasons to know that Defendant ZION WILLIAMSON had entered into a contract with Plaintiff PRIME SPORTS MAKETING, LLC on April 20, 2019 for Plaintiff's to serve as Defendant ZION WILLIAMSON's exclusive Marketing and Branding Firm/Agent.

80. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, and continuing, when Defendant ZION WILLIAMS, his mother and/or stepfather was contacted by Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or by their agents, servants and employees, Defendant ZION WILLIAMSON, his stepfather and/or his mother actually informed Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or their agents, servants and employees, that Defendant ZION WILLIAMSON had entered into a contract with Plaintiff PRIME SPORTS MAKETING, LLC on April 20, 2019, for Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD to serve as Defendant ZION WILLIAMSON's exclusive Marketing and Branding Firm/Agent.

81. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, Defendant ZION WILLIAMS, his mother and/or stepfather actually met with and/or had communications with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS and/or their agents, servants and employees.

82. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, and continuing Defendant ZION WILLIAMS, his

mother and/or stepfather actually met with and/or had communications with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or with their agents, servants and employees and provided and/or caused to be provided to Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS and/or to their agents, servants and employees, a copy of the executed agreement/contract between Defendant ZION WILLIAMSON and Plaintiff PRIME SPORTS MARKETING, LLC, a copy of the April 20, 2019 Letter of Authorization from Defendant ZION WILLIAMSON appointing Plaintiff GINA FORD as Defendant's ZION WILLIAMSON's Global Marketing Agent and a copy of Plaintiffs' extensive and comprehensive marketing plan that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), BioSteel and others.

83. That at all relevant times herein mentioned, Plaintiffs' strategic, comprehensive and extensive marketing plan for Defendant ZION WILLIAMSON that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), BioSteel and others, was/is/remains the proprietary work product of Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD.

84. That at all relevant times herein mentioned, based upon information and belief,

between April 20, 2019 and May 29, 2019 and continuing thereafter to present date, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or their agents, servants and employees, induced Defendant ZION WILLIAMSON to break/rescind/seek to end/terminate his contract with Plaintiff PRIME SPORTS MARKETING, LLC by, based upon information and belief, including, but not limited to:

- a. Intentionally, wrongfully and unlawfully undermining the terms and conditions of the contract between Defendant ZION WILLIAMSON and Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD;
- b. Intentionally, wrongfully and unlawfully telling/informing/communicating to Defendant ZION WILLIAMSON, and/or to his mother and/or to his stepfather, that same Defendants are better suited to serve as Defendant ZION WILLIAMSON'S marketing and branding firm/agent;
- c. Intentionally, wrongfully and unlawfully telling/informing/communicating to Defendant ZION WILLIAMSON, and/or to his mother and/or to his stepfather, that Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD are not capable of helping Defendant ZION WILLIAMSON achieve his objective of becoming an international and worldwide marketable and rainmaking superstar capable of attracting both domestic and international/worldwide endorsements and opportunities for Defendant ZION WILLIAMSON;
- d. Intentionally, wrongfully and unlawfully promising Defendant ZION WILLIAMSON, and/or his parents, that same Defendants will obtain, secure, negotiate and/or provide him with more, better and/or more financially lucrative marketing,

branding and/or endorsement deals and/or opportunities than Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD can/will;

e. Intentionally, wrongfully and unlawfully promising Defendant ZION WILLIAMSON, and/or his parents, that same Defendants will secure a higher compensation for Defendant ZION WILLIAMSON on/for the very same deals/opportunities/work product that Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD already secured, identified, obtained, negotiated and/or presented to Defendant ZION WILLIAMSON and/or to his parents with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), Biosteel and others than the compensation that Plaintiffs did and/or could obtain on Defendant ZION WILLIAMSON's behalf; and/or

f. Intentionally, wrongfully and unlawfully telling/informing/communicating to Defendant ZION WILLIAMSON, and/or to his mother and/or to his stepfather, that Defendants CREATIVE ARTISTS AGENCY, LLC (CAA) and AUSTIN BROWN would not sign Defendant ZION WILLIAMSON to a NBA agency contract and that same Defendants would not represent Defendant ZION WILLIAMSON as and for NBA and/or NBA player's purposes/services unless Defendant ZION WILLIAMSON breached his April 20, 2019 contract/Agreement with Plaintiffs and signed a contract with Defendant CREATIVE ARTISTS AGENCY for same Defendant to serve as his exclusive Global Marketing Firm/Agency and/or for Defendant LISA JOSEPHS METELUS to serve as his exclusive Global Marketing Agent.

85. That on or about May 30, 2019, and at all relevant times herein mentioned,

Defendant CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS publically announced to the world that same Defendants had signed Defendant ZION WILLIAMSON to a contract for all purposes including to serve as Defendant ZION WILLIAMSON's Global Marketing Firm/Agent.

86. That at all relevant times herein mentioned, Defendant CREATIVE ARTISTS AGENCY, LLC's (CAA), AUSTIN BROWN's and/or LISA JOSEPHS METELUS's signing of Defendant ZION WILLIAMSON to a contract for all purposes including to serve as Defendant ZION WILLIAMSON's Global Marketing Firm/Agent, knowing that Defendant ZION WILLIAMSON had already contracted with Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD, was intentional, willful and deliberate and intentionally, willfully and deliberately interfered with, undermined, contradicted and breached Defendant ZION WILLIAMSON's April 20, 2019 contract with Plaintiffs and his April 20, 2019 Letter of Authorization appointing Plaintiff GINA FORD to serve as his exclusive Global Marketing and Branding Agent/Firm.

87. That at all relevant times herein mentioned, Defendant ZION WILLIAMSON's and/or his parents' conduct including, but not limited to meeting with, negotiating with, communicating with, providing and/or causing to be provided a copy of Plaintiffs' extensive marketing plan for Defendant ZION WILLIAMSON to Defendants CREATIVE ARTIS AGENCY (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or to their agents, servants and/or employees, and signing with/contracting with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS for same Defendants to serves as his exclusive Marketing/Branding Firm/Agent was knowingly, intelligently and voluntarily committed by Defendant ZION WILLIAMSON, was intentional,

willful and deliberate and was an intentional, willful and deliberate breach of his April 20, 2019 contract with Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD.

88. That at all relevant times herein mentioned, Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD learned of the foregoing unlawful breach by Defendant ZION WILLIAMSON and learned of the foregoing unlawful interference by Defendants CREATIVE ARTISTS AGENCY, AUSTIN BROWN and/or LISA JOSEPHS METELUS of Plaintiffs' April 20, 2019 contract with Defendant ZION WILLIAMSON from/by Defendants CREATIVE ARTIS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS's public announcement to the world that same Defendants had signed Defendant ZION WILLIAMSON to a contract for all purposes including to serve as Defendant ZION WILLIAMSON's Global Marketing Firm/Agent.

89. That on or about May 31, 2019, one day after Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS publically announced to the world that same Defendants had signed Defendant ZION WILLIAMSON to a contract for all purposes including to serve as Defendant ZION WILLIAMSON's Global Marketing Firm/Agent in intentional and actual breach and interference with the April 20, 2019 contract between Defendant ZION WILLIAMSON and Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD, at 9:17pm, Defendant LISA JOSEPHS METELUS texted Plaintiff GINA FORD requesting to speak with Plaintiff GINA FORD. To that end, Defendant LISA JOSEPHS METELUS wrote to Plaintiff GINA FORD:

"Hi Gina. Hope all is well. Wanted to reach out and talk about Zion/CAA. Let me know if you have a few minutes to talk tonight or if tomorrow works."

Annexed hereto and made a part hereof as Exhibit "G" is a copy of Defendant Lisa Josephs Metelus's 9:17pm text to Plaintiff Gina Ford.

90. That at all relevant times herein mentioned, the foregoing May 31, 2019 text by Defendant LISA JOSEPHS METELUS was made by same Defendant on same Defendant's individual behalf as well as in her official capacity as an agent/employee/servant of Defendant CAA and demonstrates and is an admission by Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS that same Defendants knew of the April 20, 2019 contract between Defendant ZION WILLIAMSON and Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD.

91. That at all relevant times herein mentioned, the foregoing May 31, 2019 text by Defendant LISA JOSEPHS METELUS was made by same Defendant on same Defendant's individual behalf as well as in her official capacity as an agent/employee/servant of Defendant CAA and is an admission by Defendant LISA JOSEPHS METELUS, both individually and in her official capacity as an agent/servant/employee of CAA, that Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS knowingly, intentionally, willfully, unlawfully and deliberately induced Defendant ZION WILLIAMSON to breach his April 20, 2019 contract with Plaintiffs and that they knowingly, intentionally, willfully, unlawfully and deliberately interfered with same April 20, 2019 contract between Plaintiffs and Defendant ZION WILLIAMSON.

92. That at all relevant times herein mentioned, on or about June 3, 2019, Plaintiff GINA FORD received an email communication from EA Entertainment, Inc./EA Sports -- one of the companies/brands which Plaintiffs identified, obtained, secured, negotiated and/or presented as an endorsement/marketing/branding deal/opportunity on Defendant ZION WILLIAMSON's behalf, which was amongst those listed in the Plaintiffs' strategic and comprehensive marketing plan/work product for Defendant ZION WILLIAMSON which

Defendant ZION WILLIAMSON requested and/or caused to be requested of Plaintiffs for Plaintiffs to provide Defendant ZION WILLIAMSON a copy of same which, Plaintiffs did provide on or about May 23, 2019.

93. That at all relevant times herein mentioned, in same June 3, 2019 email communication to Plaintiff GINA FORD, EA Entertainment, Inc./EA Sports wrote:

“Hello Gina,

I hope this finds you well.

The representative we work with regularly at CAA called to let us know that they have exclusive marketing rights for Zion. Due to this, we are kindly rescinding the offer we made through you on May 13, 2019, and will forward an offer to the CAA representative.

We will let CAA know that the offer was originally sent to you and that we have formally rescinded this.

I want to thank you for all your efforts and discussions that you have had with Zion on our behalf.

We are hopeful that we will be working with him this year. Should you have any questions please let me know.

Best,

Marci

Marci Galea EA Entertainment, Inc....”

Annexed hereto and made a part hereof as Exhibit “H” is a copy of the June 3, 2019 email from EA Entertainment, Inc./EA Sports to Plaintiff Gina Ford.

94. That at all relevant times herein mentioned, on or about June 4, 2019, Plaintiff GINA FORD received an email communication regarding Biosteel -- one of the companies/brands which Plaintiffs identified, obtained, secured, negotiated and/or presented as an endorsement/marketing/branding deal/opportunity on Defendant ZION WILLIAMSON’s behalf, which was amongst those listed in the Plaintiffs’ strategic and comprehensive marketing plan/work product for Defendant ZION WILLIAMSON which Defendant ZION WILLIAMSON requested and/or caused to be requested of Plaintiffs for Plaintiffs to provide Defendant ZION WILLIAMSON a copy of same which, Plaintiffs did provide on or about May 23, 2019.

95. That at all relevant times herein mentioned, in same June 4, 2019 email communication to Plaintiff GINA FORD regarding Biosteel, is an email that Biosteel received on June 4, 2019 from Matthew Lacks of CAA, which was forwarded to Plaintiff GINA FORD, which stated:

“John:

Hope you’re well!

As I am sure you’ve heard, CAA has signed Zion Williamson exclusively in all areas of representation. We are being very selective in approaching a few brands we feel might make sense for Zion and wanted to see if Biosteel is interested. We are having conversations in the category and hope to finalize a partnership by the week of the NBA draft. If you are interested, let’s connect in the next day or so.

Best,

Matt

Matthew Lacks CAA Sports...”

Annexed hereto and made a part hereof as Exhibit “I” is a copy of the June 4, 2019 email from Biosteel to Plaintiff Gina Ford forwarding the June 4, 2019 email from Matthew Lacks and CAA to Biosteel.

96. That at all relevant times herein mentioned, the foregoing June 3, 2019 and June 4, 2019, respectively, emails demonstrate and are actual acts by Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN, LISA JOSPEHS METELUS and/or ZION WILLIAMSON to interfere with and undermine Plaintiffs’ April 20, 2019 contract with Defendant ZION WILLIAMSON and to unlawfully use, utilize, usurp and/or unlawfully take/misappropriate the work product of Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD.

97. That at all relevant times herein mentioned, on or about June 4, 2019, Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD, by and through their legal counsel, served Defendants ZION WILLIAMSON, CREATIVE ARTISTS AGENCY, LLC (CAA),

AUSTIN BROWN and LISA JOSEPHS METELUS with a correspondence in which Plaintiffs, among other advisements, advised that Defendants unlawfully breached and interfered with Plaintiffs' April 20, 2019 contract with Defendant ZION WILLIAMSON and, relying on the agreed upon term and condition of same April 20, 2019 where the parties knowingly, intentionally and voluntarily agreed that the laws of the State of Florida governs the terms and conditions of same contract, Plaintiffs rejected any and all claims by Defendants that the April 20, 2019 contract is void/voidable and further rejected any claims that North Carolina's UAAA applies to any dispute between the parties of the April 20, 2019 contract. *Annexed hereto and made a part hereof as Exhibit "J" is a copy of Plaintiffs' June 4, 2019 correspondence to Defendants.*

98. That at all relevant times herein mentioned, in same June 4, 2019 correspondence to Defendants, Plaintiffs referred Defendants to the further fact, of which Defendants were already fully aware, that Defendant ZION WILLIAMSON, in furtherance of the April 20, 2019 contract, already performed (for which he received compensation) one endorsement/marketing/branding deal/opportunity which Plaintiffs had successfully identified, obtained, negotiated and secured for Defendant ZION WILLIAMSON. See Exhibit "I", *supra*.

99. That at all relevant times herein mentioned, on or about June 5, 2019, Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD, by and through their legal counsel, served Defendants ZION WILLIAMSON, CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS with a *Cease and Desist* advising Defendants, among other advisements, that Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS knew of the valid contract between Defendant ZION WILLIAMSON and Plaintiffs PRIME SPORTS MARKETING, LLC and

GINA FORD, despite knowing same, have unlawfully interfered with and undermined:

“...deals, prospects and relationships which represent our Clients’ work product to date on behalf of Mr. Williamson...your contacts of, and representations to, persons and entities with whom our Clients have established relationships and have pending deals and/or deal opportunities (i.e., the work product, personal and proprietary business information of our Clients and its unauthorized use by you) constitute willful, intentional and tortuous interference and exhibits conscious disregard for law and/or the rights of our Clients, your actions also severely injure the character and reputation of our Clients in the marketplace community where they conduct business...”

Annexed hereto and made a part hereof as Exhibit “K”, is a copy of Plaintiffs’

June 5, 2019 Cease and Desist correspondence to Defendants.

100. That as a direct and proximate cause of Defendants ZION WILLIAMSON’s, CREATIVE ARTISTS AGENCY’s (CAA), AUSTIN BROWN’s and LISA JOSEPHS METELUS’s individual and collective conduct, actions and/omissions, as a direct and proximate cause of Defendant CREATIVE ARTISTS AGENCY’s (CAA), AUSTIN BROWN’s and LISA JOSEPHS METELUS’s tortuous interference with Plaintiffs’ April 20, 2019 contract with Defendant ZION WILLIAMSON, and, as a direct and proximate result of all Defendants’ unjust enrichment therefrom, Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD have suffered damages and injuries including, but not limited to: loss of income from secured deals/endorsement and branding deals/opportunities, loss of income from derivative endorsement/branding deals/opportunities, loss income from lost royalties, loss income from loss of ownership rights, loss of income from other employment and/or marketing contracts with other players and/or athletes, damage to business character and reputation and related/other damages and injuries herein.

**AS AND FOR A FIRST CAUSE OF ACTION AS AND AGAINST
DEFENDANT ZION WILLIAMSON**

BREACH OF CONTRACT

101. Plaintiffs repeat, re-allege, reiterate and reassert each and every fact and each and every allegation contained in paragraphs of the Complaint numbered “1” through “100” with the same force and effect as if more fully set forth at length herein.

102. That on or about April 20, 2019, and at all relevant times herein mentioned, Defendant ZION WILLIAMSON, as an adult, knowingly, voluntarily and intelligently entered into a Consulting and Joint Marketing and Branding Agreement with Plaintiff PRIME SPORTS MARKETING, LLC and with Plaintiff GINA FORD to serve as his exclusive marketing, branding and endorsement consultant for a term of five (5) years. See Exhibit “B”, *supra*.

103. That at all relevant times herein mentioned, in addition to other terms and conditions of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON, in the presence of and with the advice of his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed that Plaintiff PRIME SPORTS MARKETING, LLC, though and by Plaintiff GINA FORD, “...1.6 Giving advice on the building of client’s brand domestically and internationally...” See Exhibit “B”, *supra*.

104. That at all relevant times herein mentioned, in addition to other terms and conditions of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON, in the presence of and with the advice of his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed that, in exchange for the marketing and branding services provided by the Plaintiffs,

Defendant ZION WILLIAMSON agreed to pay/compensate Plaintiffs with Fifteen percent (15%) of the gross value of any compensation received by him from/by any and all of the branding/marketing/endorsement deals identified, sought out and/or obtained by Plaintiffs on his behalf during the tenure of the Agreement and further agreed to pay Plaintiffs the same 15% of his gross earnings in perpetuity for all compensation/consideration/earnings made and received by him including after the expiration or termination of the Agreement/contract, that are/were derived from any and all engagements, contracts and/or agreement introduced by Plaintiffs and/or entered into and/or substantially negotiated by Plaintiffs on Defendant ZION WILLIAMSON's behalf. See Exhibit "B", *supra*.

105. That on or about April 20, 2019, and at all relevant times herein mentioned, Defendant ZION WILLIAMSON, as an adult, knowingly, voluntarily and intelligently agreed in in the April 20, 2019, contract that, Plaintiffs, PRIME SPORTS MARKETING, LLC and with Plaintiff GINA FORD would further be entitled to compensation into perpetuity for all compensation/consideration/earnings made and received by Defendant ZION WILLIAMSON, including after the expiration or termination of the Agreement/contract that are/were derived from any and all engagements, contracts and/or agreement introduced by Plaintiffs and/or entered into and/or substantially negotiated by Plaintiffs on Defendant ZION WILLIAMSON's behalf,. See Exhibit "B", *supra*.

106. That at all relevant times herein mentioned, in addition to other terms and conditions of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON, in the presence of and with the advice of his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed and covenanted, pursuant to Paragraph 10 of the April 20, 2019 contract/Agreement,

“...to keep, protect and hold confidential all information shared between the parties that is related to the matters of this Agreement. Such information includes but is not limited to, any trade secrets, business plans, strategies ... concerning the Client...” See Exhibit “B”, *supra*.

107. That at all relevant times herein mentioned, in addition to other terms and conditions of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON, in the presence of and with the advice of his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed that termination of the Consulting and Joint Marketing and Branding Agreement/contract by any party to same Agreement/contract can only be upon thirty (30) days clear written notice to the other party and can only be made **for cause**. See id.

108. That at all relevant times herein mentioned, in addition to other terms and conditions of the April 20, 2019 Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON, in the presence of and with the advice of his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed that the validity, interpretation and performance of the Agreement is controlled by and construed under the **laws of the State of Florida**. See id.

109. That on or about April 20, 2019, and at all relevant times herein mentioned, in furtherance of same Consulting and Joint Marketing and Branding Agreement/contract, Defendant ZION WILLIAMSON knowingly, voluntarily and intelligently appointed Plaintiff GINA FORD, by Letter of Authorization dated April 20, 2019, as his Global Marketing Agent. See Exhibit “C”, *supra*.

110. That at all relevant times herein mentioned, upon information and belief, in furtherance of the duly entered and executed Consulting and Joint Marketing and Branding

Agreement/contract, Plaintiffs performed the contracted services and successfully identified, sought out, obtained and/or negotiated on Defendant ZION WILLIAMSON's behalf, numerous potential multi-million dollar endorsement/branding deals with including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), Biosteel and others.

111. That at all relevant times herein mentioned, upon information and belief, in furtherance of the duly entered and executed Consulting and Joint Marketing and Branding Agreement/contract, Plaintiffs performed the contracted services and successfully identified, sought out, obtained and/or negotiated on Defendant ZION WILLIAMSON's behalf, numerous potential and actual multi-million dollar endorsement/branding deals to wit:

a. Plaintiffs successfully negotiated with actual deals/endorsement on Defendant ZION WILLIAMSON's behalf with: Activision Publishing/Call of Duty Video Game Franchise; NBA Live/EA Sports; Fanatics Authentic & Panini America (Sports Memorabilia and Trading Card Brand); NBA 2K and BioSteel -- all of which Plaintiffs, in performance of the April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON, had presented to Defendant ZION WILLIAMSON for acceptance; and

b. Plaintiffs using Plaintiffs' unique skills set, trade secrets, work product and/or business relationships sought out and identified, contacted, discussed and was engaged in ongoing fruitful negotiations on Defendant ZION WILLIAMSON'S behalf for additional multi-million dollar endorsement/branding deals with companies including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola) and others.

112. That at all relevant times herein mentioned, upon information and belief, in furtherance of the duly entered and executed Consulting and Joint Marketing and Branding Agreement/contract, Plaintiffs secured for Defendant ZION WILLIAMSON a potential shoe/sneaker deal by which he would not only have his own sneaker/shoe, but would, based upon Plaintiffs trade secret and work product, obtain a shoe/sneaker deal that would revolutionize the professional athlete shoe market, particularly for professional basketball players.

113. That at all relevant times herein mentioned, upon information and belief, on or about April 28, 2019, Plaintiff GINA FORD, with Defendant ZION WILLIAMSON's mother and stepfather at Defendant ZION WILLIAMSON'S direction, permission, authorization and full knowledge, met with a the representative of/for the foregoing potential shoe/sneaker company deal during which Plaintiff GINA FORD successfully secured, obtained and negotiated same to include, but not be limited to, monetary compensation of an immediate One Hundred Million Dollar (\$100,000,000.00) to be tendered to Defendant ZION WILLIAMSON upon execution of the contract for same shoe/sneaker company deal.

114. That at all relevant times herein mentioned, in furtherance of, in furtherance of the duly entered and executed Consulting and Joint Marketing and Branding Agreement/contract, Plaintiffs reviewed, and negotiated the contract terms for Defendant ZION WILLIAMSON, which Defendant ZION WILLIAMSON accepted and agreed to perform, for a photo shoot and interview with Slam Magazine whereby Defendant ZION WILLIAMSON was featured on the cover of Slam Magazine with a feature spread and interview for the Magazine.

115. That on or about April 28, 2019, and at all relevant times herein mentioned, Defendant ZION WILLIAMSON appeared at Duke University with Plaintiff GINA FORD and

performed the Slam Magazine photo shoot and feature spread. See Exhibit “D”, *supra*.

116. That at all relevant times herein mentioned, in furtherance of, in furtherance of the duly entered and executed Consulting and Joint Marketing and Branding Agreement/contract, Plaintiffs reviewed and further negotiated and established the terms for Defendant ZION WILLIAMSON, to be featured on the cover of Slam Magazine and to be interviewed by Slam Magazine on the campus of Duke University and Defendant ZION WILLIAMSON did in fact accepted and agreed and did in fact appeared and was featured and interviewed by Slam Magazine.

117. That on or about April 28, 2019, and at all relevant times herein mentioned, Defendant ZION WILLIAMSON appeared at Duke University with Plaintiff GINA FORD and performed the foregoing Slam Magazine photo shoot and feature spread. See Exhibit “D”, *supra*.

118. That on or about April 28, 2019, and at all relevant times herein mentioned, on the campus of Duke University and during the time period of the Slam Magazine photo shoot, Defendant ZION WILLIAMSON, upon information and belief, introduced Plaintiff GINA FORD and well as Plaintiff’s GINA FORD’S business partner to Duke University’s men’s basketball team Head Coach.

119. That after the April 28, 2019 Slam Magazine photo shoot, on or about April 29, 2019 Defendant ZION WILLIAMSON, with his mother and stepfather, again invited Plaintiff GINA FORD to Defendant ZION WILLIAMSON’S residence and discussed the strategic vision and future marketing /endorsement opportunities that Plaintiffs were in the midst of securing offers to present to Defendant ZION WILLIAMSON. During this meeting, Plaintiff GINA FORD provided and/or caused to be provided to Defendant ZION WILLIAMSON and his

parents with Plaintiffs' strategic marketing and branding ideas to make Defendant ZION WILLIAMSON an international and worldwide marketable and rainmaking superstar and Plaintiffs' strategic plans to attract both domestic and international/worldwide endorsements and opportunities for Defendant ZION WILLIAMSON.

120. That, at all relevant times herein mentioned, in furtherance of the duly entered and executed Consulting and Joint Marketing and Branding Agreement/contract, Plaintiffs secured and obtained for Defendant ZION WILLIAMSON, a nationally televised commercial for compensation which Defendant ZION WILLIAMSON knowingly, intelligently and voluntarily, and with the advice of his mother and stepfather, accepted and agreed to perform for which Defendant ZION WILLIAMSON knowingly, intelligently and voluntarily entered into and executed a contract.

121. That on or about May 23, 2019, and at all relevant times herein mentioned, in furtherance of his performance of his April 2019 contract with Plaintiffs, Defendant ZION WILLIAMSON, knowingly, intelligently and voluntarily, upon information and belief, flew with his mother and stepfather to the State of California and performed in the nationally televised commercial obtained, negotiated and secured by Plaintiffs for Defendant ZION WILLIAMSON for which he received compensation.

122. That on or about May 14, 2019, and at all relevant times herein mentioned, Defendant ZION WILLIAMSON and his parents invited and requested that Plaintiff GINA FORD appear with them at the 2019 NBA Draft Lottery in Chicago, Illinois and to appear at same with him as his exclusive Global Marketing Agent as same lottery would reveal the team that Defendant ZION WILLIAMSON would contract with as he was/is the projected No. 1 pick for the 2019 NBA Draft on June 20, 2019 to which Plaintiff GINA FORD did, in fact, appear.

123. That on or about May 23, 2019, at the request of Defendant ZION WILLIAMSON and his parents, Plaintiff GINA FORD met with Defendant ZION WILLIAMSON's stepfather in California and provided him Plaintiffs' extensive and comprehensive marketing plan that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), Biosteel and others.

124. That at all relevant times herein mentioned, after meeting with Plaintiff GINA FORD in California on or about May 23, 2019 after Defendant ZION WILLIAMSON'S television commercial shoot, Defendant ZION WILLIAMSON and his parents instructed, directed and further authorized Plaintiff GINA FORD to continue to discuss and negotiate the terms and conditions of the contracts for/with PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), BioSteel and others on his behalf so that same deals could be finalized with contracts and financial compensation for Defendant ZION WILLIAMSON to enter into and execute.

125. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, Defendant ZION WILLIAMSON, his mother and/or stepfather was contacted by Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or by their agents, servants and employees to meet with same Defendants to discuss and negotiate same Defendants' representation of Defendant ZION WILLIAMSON.

126. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, when Defendant ZION WILLIAMS, his mother and/or stepfather was contacted and/or had communications with directly and/or indirectly with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or with their agents, servants and employees, Defendants, CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or their agents, servants and employees, had actual knowledge, was aware of and/or had reasons to know that Defendant ZION WILLIAMSON had entered into a contract with Plaintiff PRIME SPORTS MAKETING, LLC on April 20, 2019 for Plaintiff's to serve as Defendant ZION WILLIAMSON's exclusive Marketing and Branding Firm/Agent.

127. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, when Defendant ZION WILLIAMS, his mother and/or stepfather was contacted by Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or by their agents, servants and employees, Defendant ZION WILLIAMSON, his stepfather and/or his mother actually informed Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or their agents, servants and employees, that Defendant ZION WILLIAMSON had entered into a contract with Plaintiff PRIME SPORTS MAKETING, LLC on April 20, 2019, for Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD to serve as Defendant ZION WILLIAMSON's exclusive Marketing and Branding Firm/Agent.

128. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, Defendant ZION WILLIAMS, his mother and/or stepfather actually met with and/or had communications with Defendants CREATIVE ARTISTS

AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS and/or their agents, servants and employees.

129. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, Defendant ZION WILLIAMS, his mother and/or stepfather actually met with and/or had communications with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or with their agents, servants and employees and provided and/or caused to be provided to Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS and/or to their agents, servants and employees, a copy of the executed agreement/contract between Defendant ZION WILLIAMSON and Plaintiff PRIME SPORTS MARKETING, LLC, a copy of the April 20, 2019 Letter of Authorization from Defendant ZION WILLIAMSON appointing Plaintiff GINA FORD as Defendant's ZION WILLIAMSON's Global Marketing Agent and a copy of Plaintiffs' extensive and comprehensive marketing plan that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), BioSteel and others.

130. That on or about May 30, 2019, and at all relevant times herein mentioned, Defendant CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS publically announced to the world that same Defendants had signed Defendant ZION WILLIAMSON to a contract for all purposes including to serve as Defendant ZION WILLIAMSON's Global Marketing Firm/Agent.

131. That at all relevant times herein mentioned, Defendant CREATIVE ARTISTS AGENCY 's (CAA), AUSTIN BROWN's and/or LISA JOSPEHS METELUS's signing of Defendant ZION WILLIAMSON to a contract for all purposes including to serve as Defendant ZION WILLIAMSON's Global Marketing Firm/Agent, knowing that Defendant ZION WILLIAMSON had already contracted with Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD, was intentional, willful and deliberate and intentionally, willfully and deliberately interfered with, undermined, contradicted and breached Defendant ZION WILLIAMSON's April 20, 2019 contract with Plaintiffs and his April 20, 2019 Letter of Authorization appointing Plaintiff GINA FORD to serve as his exclusive Global Marketing and Branding Agent/Firm.

132. That at all relevant times herein mentioned, based upon information and belief, Defendant ZION WILLIAMSON has refused to perform and/or comply with of the terms and conditions of that he knowingly, voluntarily entered into with the Plaintiffs on April 20, 2019.

133. That at all relevant times herein mentioned, Defendant ZION WILLIAMSON's and/or his parents' conduct including, but not limited to meeting with, negotiating with, communicating with, providing and/or causing to be provided a copy of Plaintiffs' extensive marketing plan for Defendant ZION WILLIAMSON to Defendants CREATIVE ARTIS AGENCY (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or to their agents, servants and/or employees, and signing with/contracting with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS for same Defendants to serves as his exclusive Marketing/Branding Firm/Agent was knowingly, intelligently and voluntarily committed by Defendant ZION WILLIAMSON, was intentional, willful and deliberate and was an intentional, willful and deliberate breach of his April 20, 2019

contract with Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD.

134. That at all relevant times herein mentioned, Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD learned of the foregoing unlawful breach by Defendant ZION WILLIAMSON and learned of the foregoing unlawful interference by Defendants CREATIVE ARTISTS AGENCY, AUSTIN BROWN and/or LISA JOSEPHS METELUS of Plaintiffs' April 20, 2019 contract with Defendant ZION WILLIAMSON from/by Defendants CREATIVE ARTIS AGENCY LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS's public announcement to the world that same Defendants had signed Defendant ZION WILLIAMSON to a contract for all purposes including to serve as Defendant ZION WILLIAMSON's Global Marketing Firm/Agent.

135. That at all relevant times herein mentioned, on or about June 3, 2019, Plaintiff GINA FORD received an email communication from EA Entertainment, Inc./EA Sports -- one of the companies/brands which Plaintiffs identified, obtained, secured, negotiated and/or presented as an endorsement/marketing/branding deal/opportunity on Defendant ZION WILLIAMSON's behalf, which was amongst those listed in the Plaintiffs' strategic and comprehensive marketing plan/work product for Defendant ZION WILLIAMSON which Defendant ZION WILLIAMSON requested and/or caused to be requested of Plaintiffs for Plaintiffs to provide Defendant ZION WILLIAMSON a copy of same which, Plaintiffs did provide on or about May 23, 2019. See Exhibit "H", *supra*.

136. That at all relevant times herein mentioned, on or about June 4, 2019, Plaintiff GINA FORD received an email communication regarding Biosteel -- one of the companies/brands which Plaintiffs identified, obtained, secured, negotiated and/or presented as an endorsement/marketing/branding deal/opportunity on Defendant ZION WILLIAMSON's

behalf, which was amongst those listed in the Plaintiffs' strategic and comprehensive marketing plan/work product for Defendant ZION WILLIAMSON which Defendant ZION WILLIAMSON requested and/or caused to be requested of Plaintiffs for Plaintiffs to provide Defendant ZION WILLIAMSON a copy of same which, Plaintiffs did provide on or about May 23, 2019. See Exhibit "T", supra.

137. That as a direct and proximate cause of Defendants ZION WILLIAMSON's, CREATIVE ARTISTS AGENCY's (CAA), AUSTIN BROWN's and LISA JOSEPHS METELUS's individual and collective conduct, actions and/omissions, as a direct and proximate cause of Defendant CREATIVE ARTISTS AGENCY, LLC's (CAA), AUSTIN BROWN's and LISA JOSEPHS METELUS's tortuous interference with Plaintiffs' April 20, 2019 contract with Defendant ZION WILLIAMSON, and, as a direct and proximate result of all Defendants' unjust enrichment therefrom, Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD have suffered damages and injuries including, but not limited to: loss of income from secured deals/endorsement and branding deals/opportunities, loss of income from derivative endorsement/branding deals/opportunities, loss income from lost royalties, loss income from loss of ownership rights, loss of income from other employment and/or marketing contracts with other players and/or athletes, damage to business character and reputation and related/other damages and injuries herein.

AS AND FOR A SECOND CAUSE OF ACTION
AS AND AGAINST DEFENDANT ZION WILLIAMSON

BREACH OF IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING

138. Plaintiffs repeat, re-allege, reiterate and reassert each and every fact and each and every allegation contained in paragraphs of the Complaint numbered "1" through "137" with the

same force and effect as if more fully set forth at length herein.

139. That at all relevant times herein mentioned, this is an action against Defendant ZION WILLIAMSON for breach of the implied duty of good faith and fair dealings, for damages in excess of \$15,000.00, exclusive of Attorneys' fees and costs pleaded in the alternative to, or in addition to, the other Counts of this Complaint.

140. That at all relevant times herein mentioned, Defendant ZION WILLIAMSON breached express terms of the April 20, 2019 contract/Agreement with Plaintiffs by: meeting with, discussing, negotiating and entering into a contract with Defendant CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS for same Defendants to serve as his exclusive Global Marketing/Branding Firm/Agents; sharing/providing with/to, and/or causing to be shared/provided to Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS, Plaintiffs' strategic marketing plan for Defendant ZION WILLIAMSON that included numerous multi-million dollar endorsement/branding deals/opportunities that Plaintiffs and identified/secured/obtained/negotiated on Defendant ZION WILLIAMSON's behalf.

141. That at all relevant times herein mentioned, Defendant ZION WILLIAMSON breached express terms of the April 20, 2019 contract/Agreement with Plaintiffs and did so with the intent for Defendants to usurp and misappropriate Plaintiffs' trade/business secrets/business plans/work product and to usurp and misappropriate the due compensation owed to Plaintiffs pursuant to the April 20, 2019 contract for same; authorizing/instructing Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS, to publically announce to the world that Defendant ZION WILLIAMSON had signed with same Defendants to serve as his Global Marketing/Branding firm/Agent; refusing to, honor, adhere to

and perform the terms and conditions of his April 20, 2019 contract/Agreement with Plaintiffs; failing to and/or refusing to pay Plaintiffs the due compensation owed to Plaintiffs pursuant to the April 20, 2019 contract/Agreement with Plaintiffs—all while knowing that he already had a valid and enforceable contract for same services with the Plaintiffs herein.

142. That at all relevant times herein mentioned, a duty of good faith and fair dealings is implicit in all enforceable contracts under the laws of the State of Florida, and implied in the performance of every term of an express and/or written contract including the April 20, 2019 contract/Agreement between Defendant ZION WILLIAMSON and Plaintiffs herein.

143. That at all relevant times herein mentioned, by repeatedly and systematically engaging in conduct that is contrary to and in breach of the terms and conditions of the April 20, 2019 contract/Agreement between Defendant ZION WILLIAMSON and Plaintiffs herein, Defendant ZION WILLIAMSON demonstrated and continues to demonstrate bad faith and unfair dealings in performing and/or failing to perform in accordance with the express terms of the enforceable April 20, 2019 contract/Agreement between Defendant ZION WILLIAMSON and Plaintiffs herein.

144. That at all relevant times herein mentioned, as a direct and proximate cause of Defendant ZION WILLIAMSON's breach of duty of good faith and fair dealings herein, Plaintiffs, Plaintiffs have been damages and injured therefrom including, but not limited to: being denied the opportunity to serve as Defendant ZION WILLIAMSON's exclusive Global Marketing/Branding Firm./Agent; being denied the opportunity to earn income; being denied the due compensation owed to Plaintiffs; having Plaintiffs' trade secrets/business secrets/business plans/strategic marketing plan/work product unlawfully taken, used, usurped and/or misappropriated; being damaged in reputation and character including business reputation and

character; being denied other employment opportunities, loss of income from secured deals/endorsement and branding deals/opportunities, loss of income from derivative endorsement/branding deals/opportunities, loss income from lost royalties, loss income from loss of ownership rights, loss of income from other employment and/or marketing contracts with other players and/or athletes and other related damages and injuries herein.

145. That at all relevant times herein mentioned, Defendant ZION WILLIAMSON's ongoing failure to perform consistent with the terms and conditions of the April 20, 2019 contract/Agreement with Plaintiffs, its promises and assurances, have caused and will continue to cause Plaintiffs economic loss, loss of future business opportunities, and hinder/prevent Plaintiffs' performance of same April 20, 2019 contract/Agreement and hinder/prevent Plaintiffs from receiving the due compensation owed to Plaintiffs therefrom.

146. That at all relevant times herein mentioned, as a direct and proximate result of the foregoing, Plaintiffs have suffered and will continue to suffer damages herein.

147. That at all relevant times herein mentioned, Plaintiffs claim damages herein in excess of Fifteen Thousand Dollars and in an amount to be determined at Trial by Jury.

**AS AND FOR A THIRD CAUSE OF ACTION AS AND AGAINST
DEFENDANT ZION WILLIAMSON**

FRAUD

148. Plaintiffs repeat, re-allege, reiterate and reassert each and every fact and each and every allegation contained in paragraphs of the Complaint numbered "1" through "147" with the same force and effect as if more fully set forth at length herein.

149. That at all relevant times herein mentioned, upon information and belief, in furtherance of the duly entered and executed Consulting and Joint Marketing and Branding

Agreement/contract, Plaintiffs performed the contracted services and successfully identified, sought out, obtained and/or negotiated on Defendant ZION WILLIAMSON's behalf, numerous potential multi-million dollar endorsement/branding deals with including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), Biosteel and Plaintiffs successfully negotiated with actual deals/endorsement on Defendant ZION WILLIAMSON's behalf with: Activision Publishing/Call of Duty Video Game Franchise, NBA Live/EA Sports, Fanatics Authentic & Panini America (Sports Memorabilia and Trading Card Brand), NBA #2K and BioSteel all of which Plaintiff in performing of the April 20, 2019, had presented to Defendant, ZION WILLIAMSON for acceptance.

150. That at all relevant times herein mentioned, subsequent to May 14, 2019 and prior to May 29, 2019, Defendant ZION WILLIAMSON, his stepfather and his mother advised Plaintiff GINA FORD that during this time period they would be meeting with and negotiating a contract with prospective NBA Agents to discuss Defendant ZION WILLIAMSON signing a NBA Agent for his professional NBA career and that they only intend to sign with and need a NBA Agent as Plaintiffs already were/are Defendant ZION WILLIAMSON's exclusive Global Marketing Firm/Agent.

151. That at all relevant times herein mentioned, that on or about May 23, 2019, Defendant ZION WILLIAMSON, and/or his parents, requested that Plaintiff GINA FORD provide them with a copy of Plaintiffs' extensive and comprehensive marketing plan that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre,

Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), Biosteel and others.

152. That at all relevant times herein mentioned, that on or about May 23, 2019, Defendant ZION WILLIAMSON, and/or his parents told Plaintiff GINA FORD that the reason Defendant ZION WILLIAMSON wanted a copy of Plaintiffs' extensive and comprehensive marketing plan that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), Biosteel and others was to, once Defendant ZION WILLIAMSON signs with a NBA Agent, to establish and/or facilitate a direct working relationship between Defendant ZION WILLIAMSON's NBA Agent and Plaintiffs as Defendant ZION WILLIAMSON's exclusive Global Marketing Firm/Agent.

153. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, Defendant ZION WILLIAMSON, his mother and/or stepfather was contacted by Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or by their agents, servants and employees to meet with same Defendants to discuss and negotiate same Defendants' representation of Defendant ZION WILLIAMSON.

154. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, Defendant ZION WILLIAMS, his mother and/or stepfather actually met with and/or had communications with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or with

their agents, servants and employees and provided and/or caused to be provided to Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS and/or to their agents, servants and employees, a copy of the executed agreement/contract between Defendant ZION WILLIAMSON and Plaintiff PRIME SPORTS MARKETING, LLC, a copy of the April 20, 2019 Letter of Authorization from Defendant ZION WILLIAMSON appointing Plaintiff GINA FORD as Defendant's ZION WILLIAMSON's Global Marketing Agent and a copy of Plaintiffs' extensive and comprehensive marketing plan that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), Biosteel and others.

155. That at all relevant times herein mentioned, when Defendant ZION WILLIAMSON made and/or caused to be made, the representation to Plaintiff GINA FORD that he was requesting that Plaintiffs provide him with a copy of their strategic marketing plan that included numerous multi-million dollar deals/opportunities on his behalf to establish and/or facilitate a direct working relationship between Defendant ZION WILLIAMSON's NBA Agent and Plaintiffs as Defendant ZION WILLIAMSON's exclusive Global Marketing Firm/Agent, Defendant ZION WILLIAMSON made and/or caused the foregoing representation to be made to the Plaintiffs to induce Plaintiffs to provide said marketing plan to Defendant.

156. That at all relevant times herein mentioned, when Defendant ZION WILLIAMSON made and/or caused to be made, the foregoing representation to Plaintiff GINA FORD that he was requesting that Plaintiffs provide him with a copy of their strategic marketing plan and made

such representation knowing that the stated reason/intent that he stated to Plaintiff GINA FORD was false, misleading and untrue and that the true intention, based upon information and belief, was to provide same to Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS in furtherance of Defendant ZION WILLIAMSON'S contract with same Defendants for same Defendants to serve as his Global Marketing/Branding Firm/Agent, was in furtherance of his breach of his April 20, 2019 contract/Agreements with Plaintiffs, and, was in furtherance of instructing Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS to take over and/or finalize the numerous multi-million dollar endorsement/marketing/branding deals and opportunities that Plaintiffs had already identified, secured, obtained and/or negotiated on Defendant ZION WILLIAMSON's behalf..

157. That at all relevant times herein mentioned, Defendant ZION WILLIAMSON's foregoing stated representation to Plaintiffs to induce Plaintiffs to provide him and/or caused to be provided to him, with their strategic marketing plan/work product on his behalf, was a material representation upon which Plaintiffs relied, to their detriment, and were induced to actually providing and/or caused to be provided to Defendant ZION WILLIAMSON, a copy of Plaintiffs' marketing plan/work product.

158. That at all relevant times herein mentioned, Defendant ZION WILLIAMSON, based upon information and belief, provided and/or caused to be provided, a copy of Plaintiffs' strategic marketing plan that included numerous multi-million dollar endorsement/marketing/branding deals and opportunities to Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS in furtherance of Defendant ZION WILLIAMSON'S contract with same Defendants for same Defendants to serve

as his Global Marketing/Branding Firm/Agent, in furtherance of his breach of his April 20, 2019 contract/Agreements with Plaintiffs and in furtherance of instructing Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS to take over and/or finalize the numerous multi-million dollar endorsement/marketing/branding deals and opportunities that Plaintiffs had already identified, secured, obtained and/or negotiated on Defendant ZIONWILLIAMSON's behalf.

159. That at all relevant times herein mentioned, Plaintiffs' marketing plan on behalf of Defendant ZION WILLIAMSON that included numerous multi-million deals and opportunities on same Defendant's behalf, was and remains Plaintiffs' work product, business plan, marketing plan and/or trade secrets and, at all relevant times herein mentioned, are proprietary to Plaintiffs herein.

160. That at all relevant times herein mentioned, Defendant ZION WILLIAMSON's foregoing conduct was fraudulent and was in breach of the April 20, 2019 contract/Agreement with Plaintiffs.

161. That at all relevant times herein mentioned, as a direct and proximate cause of Defendant ZION WILLIAMSON's foregoing acts, conduct, omissions, statements and/or representations, Plaintiffs, Plaintiffs have been damages and injured therefrom including, but not limited to: being denied the opportunity to serve as Defendant ZION WILLIAMSON's exclusive Global Marketing/Branding Firm./Agent; being denied the opportunity to earn income; being denied the due compensation owed to Plaintiffs; having Plaintiffs' trade secrets/business secrets/business plans/strategic marketing plan/work product unlawfully taken, used, usurped and/or misappropriated; being damaged in reputation and character including business reputation and character; being denied other employment opportunities, loss of income from secured

deals/endorsement and branding deals/opportunities, loss of income from derivative endorsement/branding deals/opportunities, loss income from lost royalties, loss income from loss of ownership rights, loss of income from other employment and/or marketing contracts with other players and/or athletes and other related damages and injuries herein.

162. That at all relevant times herein mentioned, Defendant ZION WILLIAMSON's foregoing acts, conduct, omissions, statements and/or representations have caused and will continue to cause Plaintiffs economic loss, los of future business opportunities, and hinder/prevent Plaintiffs' performance of same April 20, 2019 contract/Agreement and hinder/prevent Plaintiffs from receiving the due compensation owed to Plaintiffs therefrom.

163. That at all relevant times herein mentioned, as a direct and proximate result of the foregoing, Plaintiffs have suffered and will continue to suffer damages herein.

164. That at all relevant times herein mentioned, Plaintiffs claim damages herein in excess of Fifteen Thousand Dollars and in an amount to be determined at Trial by Jury.

AS AND FOR A FOURTH CAUSE OF ACTION AS AND AGAINST DEFENDANTS CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY AS AN AGENT/SERVANT/EMPLOYEE OF CAA, AND, LISA JOSPEHS METELUS, INDIVIDUALLY AND IN HER OFFICIAL CAPACITY AS AN AGENT/SERVANT/EMPLOYEE OF CAA

UNLAWFUL TORTUOUS INTERFERENCE WITH CONTRACT/BUSINESS RELATIONSHIP

165. Plaintiffs repeat, re-allege, reiterate and reassert each and every fact and each and every allegation contained in paragraphs of the Complaint numbered "1" through "164" with the same force and effect as if more fully set forth at length herein.

166. That on or about May 14, 2019 at the 2019 NBA Draft Lottery in Chicago, Illinois, and at all relevant times herein mentioned, upon information and belief, Plaintiff GINA

FORD was approached by Defendant LISA JOSEPHS METELUS who told Plaintiff that Defendant LISA JOSEPHS METELUS learned that Plaintiffs were representing Defendant ZION WILLIAMSON as Defendant ZION WILLIAMSON's exclusive Global Marketing Firm/Agent. During same encounter, Plaintiff GINA FORD confirmed to Defendant LISA JOSEPHS METELUS that she and Plaintiff PRIME SPORTS MARKETING, LLC are, in fact, in contract with Defendant ZION WILLIAMSON to represent him as his exclusive Global Marketing Firm/Agent and Defendant LISA JOSEPHS METELUS congratulated Plaintiff GINA FORD about same.

167. That on or about May 14, 2019, and at all relevant times herein mentioned, including but not limited to when Defendant LISA JOSEPH METELUS learned that Plaintiffs represented Defendant ZION WILLIAMSON as his exclusive Global Marketing Firm/Agent, Defendant LISA JOSEPH METELUS was/is an agent/servant/employee of Defendant CREATIVE ARTIS AGENCY (CAA) and was a colleague/fellow employee/servant/agent with Defendant AUSTIN BROWN.

168. That at all relevant times herein mentioned, based upon information and belief, Defendant LISA JOSEPHS METELUS advised/informed/told Defendants CREATIVE ARTIS AGENCY (CAA) and/or AUSTIN BROWN that Plaintiffs represented Defendant ZION WILLIAMSON as his exclusive Global Marketing Firm/Agent.

169. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, Defendant ZION WILLIAMSON, his mother and/or stepfather was contacted by Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or by their agents, servants and employees to meet with same Defendants to discuss and negotiate same Defendants'

representation of Defendant ZION WILLIAMSON.

170. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, when Defendant ZION WILLIAMS, his mother and/or stepfather was contacted and/or had communications with directly and/or indirectly with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or with their agents, servants and employees, Defendants, CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or their agents, servants and employees, had actual knowledge, was aware of and/or had reasons to know that Defendant ZION WILLIAMSON had entered into a contract with Plaintiff PRIME SPORTS MAKETING, LLC on April 20, 2019 for Plaintiff's to serve as Defendant ZION WILLIAMSON's exclusive Marketing and Branding Firm/Agent.

171. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, when Defendant ZION WILLIAMS, his mother and/or stepfather was contacted by Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or by their agents, servants and employees, Defendant ZION WILLIAMSON, his stepfather and/or his mother actually informed Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or their agents, servants and employees, that Defendant ZION WILLIAMSON had entered into a contract with Plaintiff PRIME SPORTS MAKETING, LLC on April 20, 2019, for Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD to serve as Defendant ZION WILLIAMSON's exclusive Marketing and Branding Firm/Agent.

172. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, Defendant ZION WILLIAMSON, his mother and/or

stepfather actually met with and/or had communications with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS and/or their agents, servants and employees.

173. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019, Defendant ZION WILLIAMS, his mother and/or stepfather actually met with and/or had communications with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or with their agents, servants and employees and provided and/or caused to be provided to Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS and/or to their agents, servants and employees, a copy of the executed agreement/contract between Defendant ZION WILLIAMSON and Plaintiff PRIME SPORTS MARKETING, LLC, a copy of the April 20, 2019 Letter of Authorization from Defendant ZION WILLIAMSON appointing Plaintiff GINA FORD as Defendant's ZION WILLIAMSON's Global Marketing Agent and a copy of Plaintiffs' extensive and comprehensive marketing plan that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), BioSteel and others.

174. That at all relevant times herein mentioned, Plaintiffs' strategic, comprehensive and extensive marketing plan for Defendant ZION WILLIAMSON that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including,

but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), BioSteel and others, was/is/remains the proprietary work product of Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD.

175. That at all relevant times herein mentioned, based upon information and belief, between April 20, 2019 and May 29, 2019 and continuing thereafter to present date, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or their agents, servants and employees, induced Defendant ZION WILLIAMSON to break/rescind/seek to end/terminate his contract with Plaintiff PRIME SPORTS MARKETING, LLC by, based upon information and belief, including, but not limited to:

- a. Intentionally, wrongfully and unlawfully undermining the terms and conditions of the contract between Defendant ZION WILLIAMSON and Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD;
- b. Intentionally, wrongfully and unlawfully telling/informing/communicating to Defendant ZION WILLIAMSON, and/or to his mother and/or to his stepfather, that same Defendants are better suited to serve as Defendant ZION WILLIAMSON'S marketing and branding firm/agent;
- c. Intentionally, wrongfully and unlawfully telling/informing/communicating to Defendant ZION WILLIAMSON, and/or to his mother and/or to his stepfather, that Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD are not capable of helping Defendant ZION WILLIAMSON achieve his objective of becoming an international and worldwide marketable and rainmaking superstar capable of attracting

both domestic and international/worldwide endorsements and opportunities for Defendant ZION WILLIAMSON;

d. Intentionally, wrongfully and unlawfully promising Defendant ZION WILLIAMSON, and/or his parents, that same Defendants will obtain, secure, negotiate and/or provide him with more, better and/or more financially lucrative marketing, branding and/or endorsement deals and/or opportunities than Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD can/will;

e. Intentionally, wrongfully and unlawfully promising Defendant ZION WILLIAMSON, and/or his parents, that same Defendants will secure a higher compensation for Defendant ZION WILLIAMSON on/for the very same deals/opportunities/work product that Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD already secured, identified, obtained, negotiated and/or presented to Defendant ZION WILLIAMSON and/or to his parents with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), and others than the compensation that Plaintiffs did and/or could obtain on Defendant ZION WILLIAMSON's behalf; and/or

f. Intentionally, wrongfully and unlawfully telling/informing/communicating to Defendant ZION WILLIAMSON, and/or to his mother and/or to his stepfather, that Defendants CREATIVE ARTISTS AGENCY, LLC (CAA) and AUSTIN BROWN would not sign Defendant ZION WILLIAMSON to a NBA agency contract and that same Defendants would not represent Defendant ZION WILLIAMSON as and for NBA and/or NBA player's purposes/services unless Defendant ZION WILLIAMSON

breached his April 20, 2019 contract/Agreement with Plaintiffs and signed a contract with Defendant CREATIVE ARTISTS AGENCY for same Defendant to serve as his exclusive Global Marketing Firm/Agency and/or for Defendant LISA JOSEPHS METELUS to serve as his exclusive Global Marketing Agent.

176. That on or about May 30, 2019, and at all relevant times herein mentioned, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS publically announced to the world that same Defendants had signed Defendant ZION WILLIAMSON to a contract for all purposes including to serve as Defendant ZION WILLIAMSON's Global Marketing Firm/Agent including, but not limited to announcements declaring Defendant AUSTIN BROWN as Defendant ZION WILLIAMSON's NBA agent and declaring Defendant LISA JOSEPHS METELUS as Defendant ZION WILLIAMSON'S global marketing agent.

177. That at all relevant times herein mentioned, Defendant CREATIVE ARTISTS AGENCY 's (CAA), AUSTIN BROWN's and/or LISA JOSPEHS METELUS's signing of Defendant ZION WILLIAMSON to a contract for all purposes including to serve as Defendant ZION WILLIAMSON's Global Marketing Firm/Agent, knowing that Defendant ZION WILLIAMSON had already contracted with Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD, was intentional, willful and deliberate and intentionally, willfully and deliberately interfered with, undermined, contradicted and breached Defendant ZION WILLIAMSON's April 20, 2019 contract with Plaintiffs and his April 20, 2019 Letter of Authorization appointing Plaintiff GINA FORD to serve as his exclusive Global Marketing and Branding Agent/Firm.

178. That at all relevant times herein mentioned, Defendant ZION WILLIAMSON's

and/or his parents' conduct including, but not limited to meeting with, negotiating with, communicating with, providing and/or causing to be provided a copy of Plaintiffs' extensive marketing plan for Defendant ZION WILLIAMSON to Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or to their agents, servants and/or employees, and signing with/contracting with Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS for same Defendants to serves as his exclusive Marketing/Branding Firm/Agent was knowingly, intelligently and voluntarily committed by Defendant ZION WILLIAMSON, was intentional, willful and deliberate and was an intentional, willful and deliberate breach of his April 20, 2019 contract with Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD.

179. That on or about May 31, 2019 and at all relevant times herein mentioned, Defendant LISA JOSPEHS METELUS, Individually and in her official capacity as an agent/servant/employee of Defendant CREATIVE ARTISTS AGENCY, LLC (CAA) and as a co-employee/colleague/co-agent with Defendant AUSTIN BROWN, admitted, when she texted Plaintiff GINA FORD at 9:17pm, that she and Defendants CREATIVE ARTISTS AGENCY, LLC (CAA) and AUSTIN BROWN knew of Plaintiffs' April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON and that they, individually and collectively interfered with same. See Exhibit "F", *supra*.

180. That at all relevant times herein mentioned, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS were advised by Plaintiffs to cease and desist from tortuously interfering with Plaintiffs' April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON and to cease and desist from taking and/or using and/or misappropriating Plaintiff's work product/business plan/trade

secrets/strategic marketing plan on behalf of Defendant ZION WILLIAMSON but, despite being advised to cease and desist, same Defendants continued to unlawfully take, use, usurp, misappropriate Plaintiffs' proprietary and protected work product/trade secrets and continued to unlawfully and tortuously interfere with plaintiffs' April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON.

181. That at all relevant times herein mentioned, as a direct and proximate cause of Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, unlawful tortuous interference herein, Plaintiffs have been damaged and injured therefrom including, but not limited to: having the April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON breached by Defendant ZION WILLIAMSON; being denied the opportunity to serve as Defendant ZION WILLIAMSON's exclusive Global Marketing/Branding Firm./Agent; being denied the opportunity to earn income; being denied the due compensation owed to Plaintiffs; having Plaintiffs' trade secrets/business secrets/business plans/strategic marketing plan/work product unlawfully taken, used, usurped and/or misappropriated; being damaged in reputation and character including business reputation and character; being denied other employment opportunities, loss of income from secured deals/endorsement and branding deals/opportunities, loss of income from derivative endorsement/branding deals/opportunities, loss income from lost royalties, loss income from loss of ownership rights, loss of income from other employment and/or marketing contracts with other players and/or athletes and other related damages and injuries herein.

182. That at all relevant times herein mentioned, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS'S unlawful tortuous interference herein have caused and will continue to cause Plaintiffs economic loss, los

of future business opportunities, and hinder/prevent Plaintiffs' performance of same April 20, 2019 contract/Agreement and hinder/prevent Plaintiffs from receiving the due compensation owed to Plaintiffs therefrom.

183. That at all relevant times herein mentioned, as a direct and proximate result of the foregoing, Plaintiffs have suffered and will continue to suffer damages herein.

184. That at all relevant times herein mentioned, Plaintiffs claim damages herein in excess of Fifteen Thousand Dollars and in an amount to be determined at Trial by Jury.

AS AND FOR A FIFTH CAUSE OF ACTION AS AND AGAINST DEFENDANTS CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY AS AN AGENT/SERVANT/EMPLOYEE OF CAA, AND, LISA JOSEPHS METELUS, INDIVIDUALLY AND IN HER OFFICIAL CAPACITY AS AN AGENT/SERVANT/EMPLOYEE OF CAA

CIVIL CONSPIRACY

185. Plaintiffs repeat, re-allege, reiterate and reassert each and every fact and each and every allegation contained in paragraphs of the Complaint numbered "1" through "184" with the same force and effect as if more fully set forth at length herein.

186. That at all relevant times herein mentioned, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS conspired with each other to engage in a course of conduct to induce, encourage and to have Defendant ZION WILLIAMSON breach his April 20, 2019 contract/Agreement with the Plaintiffs so that Defendant CREATIVE ARTISTS AGENCY, LLC (CAA) could serve as his exclusive global marketing Agency/Firm and so that Defendant LISA JOSEPHS METELUS could serve as his exclusive global marketing agent.

187. That at all relevant times herein mentioned, Defendants CREATIVE ARTISTS

AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS conspired with each other to take, use, usurp and/or misappropriate, to their financial benefit and unjust enrichment, the Plaintiffs' proprietary and protected work product/trade secrets/business plan/strategic marketing plan that included numerous multi-million dollar endorsement/marketing/branding deals and opportunities that Plaintiffs had already identified, secured, obtained, and/or negotiated on Defendant ZION WILLIAMSON's behalf.

188. That at all relevant times herein mentioned, in furtherance of the conspiracy, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and LISA JOSEPHS METELUS, based upon information and belief, between April 20, 2019 and May 29, 2019, and continuing thereafter, contacted and met with Defendant ZION WILLIAMSON his mother and/or stepfather to discuss and negotiate same Defendants' representation of Defendant ZION WILLIAMSON and/or to induce, encourage and/or facilitate Defendant ZION WILLIAMSON's breach of his April 20, 2019 contract/Agreement with Plaintiffs.

189. That at all relevant times herein mentioned, in furtherance of the conspiracy, based upon information and belief, between April 20, 2019 and May 29, 2019 and continuing thereafter, Defendants, CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or their agents, servants and employees, had actual knowledge, was aware of and/or had reasons to know that Defendant ZION WILLIAMSON had entered into a contract with Plaintiff PRIME SPORTS MAKETING, LLC on April 20, 2019 for Plaintiff's to serve as Defendant ZION WILLIAMSON's exclusive Marketing and Branding Firm/Agent.

190. That at all relevant times herein mentioned, in furtherance of the conspiracy, based upon information and belief, between April 20, 2019 and May 29, 2019 and continuing

thereafter, despite being told that and having actual knowledge that Plaintiffs represented Defendant ZION WILLIAMSON as his exclusive Global Marketing Firm/Agent, and that he had already entered into a contract for same with Plaintiffs, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS continued to pursue and negotiate Defendant ZION WILLIAMSON's signing that which same Defendants claim to be an exclusive Global Marketing contract with same Defendants and continued to induce and encourage and facilitate Defendant ZION WILLIAMSON's breach of his April 20, 2019 contract/Agreement with Plaintiffs.

191. That at all relevant times herein mentioned, in furtherance of the conspiracy, based upon information and belief, between April 20, 2019 and May 29, 2019, Defendants requested, induced, encouraged and/or demanded that Defendant ZION WILLIAMS, his mother and/or stepfather provide and/or cause to be provided to Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, a copy of the executed agreement/contract between Defendant ZION WILLIAMSON and Plaintiff PRIME SPORTS MARKETING, LLC, a copy of the April 20, 2019 Letter of Authorization from Defendant ZION WILLIAMSON appointing Plaintiff GINA FORD as Defendant's ZION WILLIAMSON's Global Marketing Agent and a copy of Plaintiffs' proprietary work product and extensive and comprehensive marketing plan that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), Biosteel and others.

192. That at all relevant times herein mentioned, in furtherance of the conspiracy, based upon information and belief, between April 20, 2019 and May 29, 2019 and continuing thereafter to present date, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS, and/or their agents, servants and employees, induced Defendant ZION WILLIAMSON to break/rescind/seek to end/terminate his contract with Plaintiff PRIME SPORTS MARKETING, LLC by, based upon information and belief, including, but not limited to:

- a. Intentionally, wrongfully and unlawfully undermining the terms and conditions of the contract between Defendant ZION WILLIAMSON and Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD;
- b. Intentionally, wrongfully and unlawfully telling/informing/communicating to Defendant ZION WILLIAMSON, and/or to his mother and/or to his stepfather, that same Defendants are better suited to serve as Defendant ZION WILLIAMSON'S marketing and branding firm/agent;
- c. Intentionally, wrongfully and unlawfully telling/informing/communicating to Defendant ZION WILLIAMSON, and/or to his mother and/or to his stepfather, that Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD are not capable of helping Defendant ZION WILLIAMSON achieve his objective of becoming an international and worldwide marketable and rainmaking superstar capable of attracting both domestic and international/worldwide endorsements and opportunities for Defendant ZION WILLIAMSON;
- d. Intentionally, wrongfully and unlawfully promising Defendant ZION WILLIAMSON, and/or his parents, that same Defendants will obtain, secure, negotiate

and/or provide him with more, better and/or more financially lucrative marketing, branding and/or endorsement deals and/or opportunities than Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD can/will;

e. Intentionally, wrongfully and unlawfully promising Defendant ZION WILLIAMSON, and/or his parents, that same Defendants will secure a higher compensation for Defendant ZION WILLIAMSON on/for the very same deals/opportunities/work product that Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD already secured, identified, obtained, negotiated and/or presented to Defendant ZION WILLIAMSON and/or to his parents with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), Biosteel and others than the compensation that Plaintiffs did and/or could obtain on Defendant ZION WILLIAMSON's behalf; and/or

f. Intentionally, wrongfully and unlawfully telling/informing/communicating to Defendant ZION WILLIAMSON, and/or to his mother and/or to his stepfather, that Defendants CREATIVE ARTISTS AGENCY, LLC (CAA) and AUSTIN BROWN would not sign Defendant ZION WILLIAMSON to a NBA agency contract and that same Defendants would not represent Defendant ZION WILLIAMSON as and for NBA and/or NBA player's purposes/services unless Defendant ZION WILLIAMSON breached his April 20, 2019 contract/Agreement with Plaintiffs and signed a contract with Defendant CREATIVE ARTISTS AGENCY for same Defendant to serve as his exclusive Global Marketing Firm/Agency and/or for Defendant LISA JOSEPHS METELUS to serve as his exclusive Global Marketing Agent.

193. That on or about May 30, 2019, and at all relevant times herein mentioned, in furtherance of the conspiracy, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS publically announced to the world that same Defendants had signed Defendant ZION WILLIAMSON to a contract for all purposes including to serve as Defendant ZION WILLIAMSON's Global Marketing Firm/Agent including, but not limited to announcements declaring Defendant AUSTIN BROWN as Defendant ZION WILLIAMSON's NBA agent and declaring Defendant LISA JOSEPHS METELUS as Defendant ZION WILLIAMSON'S global marketing agent.

194. That at all relevant times herein mentioned, in furtherance of the conspiracy, Defendant CREATIVE ARTISTS AGENCY's (CAA), AUSTIN BROWN's and/or LISA JOSEPHS METELUS's signing of Defendant ZION WILLIAMSON to a contract for all purposes including to serve as Defendant ZION WILLIAMSON's Global Marketing Firm/Agent, knowing that Defendant ZION WILLIAMSON had already contracted with Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD, was intentional, willful and deliberate and intentionally, willfully and deliberately interfered with, undermined, contradicted and breached Defendant ZION WILLIAMSON's April 20, 2019 contract with Plaintiffs and his April 20, 2019 Letter of Authorization appointing Plaintiff GINA FORD to serve as his exclusive Global Marketing and Branding Agent/Firm.

195. That on or about May 31, 2019 and at all relevant times herein mentioned, Defendant LISA JOSEPHS METELUS, Individually and in her official capacity as an agent/servant/employee of Defendant CREATIVE ARTISTS AGENCY, LLC (CAA) and as a co-employee/colleague/co-agent with Defendant AUSTIN BROWN, admitted, when she texted Plaintiff GINA FORD at 9:17pm, that she and Defendants CREATIVE ARTISTS AGENCY,

LLC (CAA) and AUSTIN BROWN knew of Plaintiffs' April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON and that they, individually and collectively interfered with and conspired to interfere with same. See Exhibit "G", *supra*.

196. That at all relevant times herein mentioned, as a direct and proximate cause of Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS's conspiracy herein, Plaintiffs have been damaged and injured therefrom including, but not limited to: having the April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON breached by Defendant ZION WILLIAMSON; being denied the opportunity to serve as Defendant ZION WILLIAMSON's exclusive Global Marketing/Branding Firm./Agent; being denied the opportunity to earn income; being denied the due compensation owed to Plaintiffs; having Plaintiffs' trade secrets/business secrets/business plans/strategic marketing plan/work product unlawfully taken, used, usurped and/or misappropriated; being damaged in reputation and character including business reputation and character; being denied other employment opportunities, loss of income from secured deals/endorsement and branding deals/opportunities, loss of income from derivative endorsement/branding deals/opportunities, loss income from lost royalties, loss income from loss of ownership rights, loss of income from other employment and/or marketing contracts with other players and/or athletes and other related damages and injuries herein.

197. That at all relevant times herein mentioned, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS'S conspiracy herein have caused and will continue to cause Plaintiffs economic loss, loss of future business opportunities, and hinder/prevent Plaintiffs' performance of same April 20, 2019 contract/Agreement and hinder/prevent Plaintiffs from receiving the due compensation owed to

Plaintiffs therefrom.

198. That at all relevant times herein mentioned, as a direct and proximate result of the foregoing, Plaintiffs have suffered and will continue to suffer damages herein.

199. That at all relevant times herein mentioned, Plaintiffs claim damages herein in excess of Fifteen Thousand Dollars and in an amount to be determined at Trial by Jury.

AS AND FOR A SIXTH CAUSE OF ACTION
AS AND AGAINST ALL DEFENDANTS

UNJUST ENRICHMENT

200. Plaintiffs repeat, re-allege, reiterate and reassert each and every fact and each and every allegation contained in paragraphs of the Complaint numbered "1" through "199" with the same force and effect as if more fully set forth at length herein.

201. That at all relevant times herein mentioned, this is an action for unjust enrichment against all Defendants within the jurisdiction of this Court for damages in excess of Fifteen Thousand Dollars exclusive of Attorneys' fees and costs pleaded in the alternative to and/or in addition to the other Counts of this Complaint.

202. That at all relevant times herein mentioned, as a result of Defendants' obtainment and procurement of Plaintiffs' proprietary and protected work product/trade secrets/business plan/strategic marketing plan as detailed above, Plaintiffs conferred a benefit(s), including but not limited to a financial and/or economic benefit to same Defendants.

203. That at all relevant times herein mentioned, the Defendants are aware of these benefits, solicited this benefits, accepted this benefits and, based upon their respective conduct and actions as detailed above, they sought out and continue to seek out to gain further benefit therefrom by misappropriating Plaintiffs' work product and by contacting individuals and/or

companies identified, listed and contained in Plaintiff's work product/strategic marketing plan for Defendant ZION WILLIAMSON including directly contacting individuals and/companies such as Biosteel and EA Entertainment, Inc.

204. That at all relevant times herein mentioned, Defendants have retained these benefits, have not compensated Plaintiffs for these benefits and do not intend to compensate Plaintiffs for these benefits.

205. That at all relevant times herein mentioned, Defendants have retained these benefits, have not compensated Plaintiffs for these benefits and do not intend to compensate Plaintiffs for these benefits to Plaintiffs' detriment including, but not limited to, financial detriment and detriment to business character and reputation.

206. That at all relevant times herein mentioned, it would be inequitable to allow Defendants to retain these benefits and/or to allow them to seek to continue to retain these benefits under the circumstances herein and to become unjustly enriched therefrom.

207. That at all relevant times herein mentioned, Defendants, individually and collectively continue and will continue to unjustly enrich themselves in this fashion as detailed and complained of herein.

208. That at all relevant times herein mentioned, Plaintiffs have no adequate remedy at law for Defendants' actions and continuing actions that led to their unjust enrichment herein.

209. That at all relevant times herein mentioned, as a direct and proximate cause of Defendants' unjust enrichment herein, Plaintiffs have been damaged and injured therefrom including, but not limited to: having the April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON breached by Defendant ZION WILLIAMSON; being denied the opportunity to serve as Defendant ZION WILLIAMSON's exclusive Global

Marketing/Branding Firm./Agent; being denied the opportunity to earn income; being denied the due compensation owed to Plaintiffs; having Plaintiffs' trade secrets/business secrets/business plans/strategic marketing plan/work product unlawfully taken, used, usurped and/or misappropriated; being damaged in reputation and character including business reputation and character; being denied other employment opportunities, loss of income from secured deals/endorsement and branding deals/opportunities, loss of income from derivative endorsement/branding deals/opportunities, loss income from lost royalties, loss income from loss of ownership rights, loss of income from other employment and/or marketing contracts with other players and/or athletes and other related damages and injuries herein.

210. That at all relevant times herein mentioned, Defendants' unjust enrichment herein has caused and will continue to cause Plaintiffs economic loss, loss of future business opportunities, and hinder/prevent Plaintiffs' performance of same April 20, 2019 contract/Agreement and hinder/prevent Plaintiffs from receiving the due compensation owed to Plaintiffs therefrom.

211. That at all relevant times herein mentioned, as a direct and proximate result of the foregoing, Plaintiffs have suffered and will continue to suffer damages herein.

212. That at all relevant times herein mentioned, Plaintiffs claim damages herein in excess of Fifteen Thousand Dollars and in an amount to be determined at Trial by Jury.

AS AND FOR A SEVENTH CAUSE OF ACTION
AS AND AGAINST ALL DEFENDANTS

MISAPPROPRIATION AND VIOLATION OF FLORIDA UNIFORM TRADE
SECRETS ACT ("FUTSA"), SECTION 688.001, ET. SEQ.

213. Plaintiffs repeat, re-allege, reiterate and reassert each and every fact and each and every allegation contained in paragraphs of the Complaint numbered "1" through "212" with the

same force and effect as if more fully set forth at length herein.

214. That at all relevant times herein mentioned, Plaintiffs' strategic, comprehensive and extensive marketing plan for Defendant ZION WILLIAMSON that included the numerous multi-million dollar strategic branding and marketing endorsements and opportunities that Plaintiffs had obtained for Defendant ZION WILLIAMSON with companies/brands including, but not limited to: PUMA, General Mills (Wheaties), Beats by Dre, Chase Bank, Harper Collins, Monster Hydro, Burger King, Mercedes Benz, T-Mobile, Kraft Heinz, Powerade (Coca-Cola), Biosteel and others, was/is/remains the proprietary work product, business plan and/or trade secrets of Plaintiffs PRIME SPORTS MARKETING, LLC and GINA FORD.

215. That at all relevant times herein mentioned, Plaintiffs' strategic, comprehensive and extensive marketing plan/work product/business plan/trade secret(s) was confidential and constitutes trade secrets because it yields and/or derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain value from disclosure and use such as the Defendants herein.

216. That at all relevant times herein mentioned, Plaintiffs took reasonable steps to protect its foregoing proprietary work product, business plan and/or trade secrets herein including, but not limited to, the term and condition of the April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON to which Defendant ZION WILLIAMSON, in the presence of and with the advice of his mother and stepfather, knowingly, intelligently and voluntarily discussed, negotiated and agreed and covenanted, pursuant to Paragraph 10 of the April 20, 2019 contract/Agreement, "...to keep, protect and hold confidential all information shared between the parties that is related to the matters of this Agreement. Such information

includes but is not limited to, any trade secrets, business plans, strategies ... concerning the Client..." See Exhibit "B", *supra*.

217. That at all relevant times herein mentioned, Defendants, individually and acting in concert with one another, acquired Plaintiffs' strategic, comprehensive and extensive marketing plan/ work product, business plan and/or trade secrets by improper means as detailed above including, but not limited to, Defendant ZION WILLIAMSON falsely representing and/or causing to be falsely represented, to Plaintiff GINA FORD, upon which Plaintiffs relied, that he wanted a copy of Plaintiffs' extensive and comprehensive marketing plan/trade secrets, once he signs with a NBA Agent, to establish and/or facilitate a direct working relationship between Defendant ZION WILLIAMSON's NBA Agent and Plaintiffs as Defendant ZION WILLIAMSON's exclusive Global Marketing Firm/Agent.

218. That at all relevant times herein mentioned, Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSITN BROWN and/or LISA JOSEPHS METELUS, individually and/or collectively, obtained Plaintiffs' strategic, comprehensive and extensive marketing plan/ work product, business plan and/or trade secrets from Defendant ZION WILLIAMSON who had a duty, pursuant to his April 20, 2019 contract/Agreement with Plaintiffs, to maintain the confidentiality/secretcy of Plaintiffs' strategic, comprehensive and extensive marketing plan/ work product, business plan and/or trade secrets of which Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSITN BROWN and/or LISA JOSEPHS METELUS actually knew and/or had reasons to know.

219. That at all relevant times herein mentioned, Defendants, individually and collectively, knew and/or had reasons to know that Plaintiffs' strategic, comprehensive and extensive marketing plan/work product/business plan was a trade secret(s) and that it was

acquired by/through improper means and not acquired by an accident or mistake.

220. That at all relevant times herein mentioned, the Defendants are aware of the unlawful benefits conferred to them by their unlawful misappropriation herein, they have solicited these benefits, accepted these benefits and, based upon their respective conduct and actions as detailed above, they sought out and continue to seek out to gain further benefit therefrom by misappropriating Plaintiffs' work product and by contacting individuals and/or companies identified, listed and contained in Plaintiff's work product/strategic marketing plan for Defendant ZION WILLIAMSON including directly contacting individuals and/companies such as Biosteel and EA Entertainment, Inc. See Exhibits "H" and "I", *supra*.

221. That at all relevant times herein mentioned, Defendants have retained these benefits, have not compensated Plaintiffs for these benefits and do not intend to compensate Plaintiffs for these benefits.

222. That at all relevant times herein mentioned, Defendants have retained these benefits, have not compensated Plaintiffs for these benefits and do not intend to compensate Plaintiffs for these benefits to Plaintiffs' detriment including, but not limited to, financial detriment and detriment to business character and reputation.

223. That at all relevant times herein mentioned, Defendants' unlawful misappropriation of Plaintiffs' trade secrets was willful and malicious and, as such, Plaintiffs are entitled to recover their Attorneys' fees pursuant to Florida Uniform Trade Secrets Act, Section 688.005 and are further entitled to injunctive relief, to order Defendants to stop violating Plaintiffs' rights, to stop using and misappropriating Plaintiffs' work product/trade secrets/business plan and to take reasonable steps to preserve the secrecy of Plaintiffs' information pursuant to Florida Uniform Trade Secrets Act, Section 688.003.

224. That at all relevant times herein mentioned, as a direct and proximate cause of Defendants' unlawful misappropriation herein, Plaintiffs have been damaged and injured therefrom including, but not limited to: having the April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON breached by Defendant ZION WILLIAMSON; being denied the opportunity to serve as Defendant ZION WILLIAMSON's exclusive Global Marketing/Branding Firm./Agent; being denied the opportunity to earn income; being denied the due compensation owed to Plaintiffs; having Plaintiffs' trade secrets/business secrets/business plans/strategic marketing plan/work product unlawfully taken, used, usurped and/or misappropriated; being damaged in reputation and character including business reputation and character; being denied other employment opportunities, loss of income from secured deals/endorsement and branding deals/opportunities, loss of income from derivative endorsement/branding deals/opportunities, loss income from lost royalties, loss income from loss of ownership rights, loss of income from other employment and/or marketing contracts with other players and/or athletes and other related damages and injuries herein.

225. That at all relevant times herein mentioned, Defendants' unlawful misappropriation herein has caused and will continue to cause Plaintiffs economic loss, loss of future business opportunities, and hinder/prevent Plaintiffs' performance of same April 20, 2019 contract/Agreement and hinder/prevent Plaintiffs from receiving the due compensation owed to Plaintiffs therefrom.

226. That at all relevant times herein mentioned, all conditions precedent have occurred, been waived or have otherwise been satisfied.

227. That at all relevant times herein mentioned, as a direct and proximate result of the foregoing, Plaintiffs have suffered and will continue to suffer damages herein.

228. That at all relevant times herein mentioned, Plaintiffs respectfully request that this Honorable Court enter judgment against all Defendants herein and in favor of Plaintiffs for all remedies available under Florida Uniform Trade Secrets Act, Section 688.001 *et, seq.*, including, but not limited to, damages for actual loss, for potential loss, for unjust enrichment, costs, interest and Attorneys' fees, for injunctive relief, for Defendants' profits, for punitive damages and for such other relief, in law and/or in equity that this Court deems just and proper.

229. That at all relevant times herein mentioned, Plaintiffs claim damages herein in excess of Fifteen Thousand Dollars and in an amount to be determined at Trial by Jury.

AS AND FOR AN EIGHTH CAUSE OF ACTION
AS AND AGAINST ALL DEFENDANTS

ACTION FOR DECLARATORY JUDGMENT

230. Plaintiffs repeat, re-allege, reiterate and reassert each and every fact and each and every allegation contained in paragraphs of the Complaint numbered "1" through "229" with the same force and effect as if more fully set forth at length herein.

231. That at all relevant times herein mentioned, this is an action for Declaratory Judgment against all Defendants pursuant to Section 86.011, Florida Statute, within the jurisdiction of this Court pleaded in the alternative to and/or in addition to the other Counts of this Complaint.

232. That at all relevant times herein mentioned, Plaintiffs believe the existing April 20, 2019, contract/agreement they have with Defendant, ZION WILLIAMSON, and the applicable Florida Statutes, apply to all Defendants and should be interpreted in such a manner as to require all Defendants to pay the claims made by the Plaintiffs, as alleged herein.

233. That at all relevant times herein mentioned, furthermore, a Declaratory Judgment

is required so as to guide the parties in their future relations and/or anticipated future conduct and to secure Plaintiffs' interest relative to derivative earnings from any and all relationship, revenue, income and/or financial gain that arose from and/or will arise from the April 20, 2019, contract/agreement and/or Plaintiffs' performance of/services provided to pursuant to same contract and/or from Plaintiffs' strategic and comprehensive market plan/business plan/work product/trade secrets herein.

234. That at all relevant times herein mentioned, a bona fide, actual, present practical need for a Declaratory Judgment exists.

235. That at all relevant times herein mentioned, the Declaration requested concerns a present, ascertained or ascertainable state of facts for present controversy as to a state of facts.

236. That at all relevant times herein mentioned, a privilege or right of the Plaintiffs is dependent upon the facts or the law applicable to the facts.

237. That at all relevant times herein mentioned, the Plaintiff and the Defendants have an actual, present, adverse and antagonist interest in the subject manner either in law, equity and in fact.

238. That at all relevant times herein mentioned, the relief sought by the Plaintiffs is not merely giving of legal advice or the answer to questions propounded for curiosity.

239. That at all relevant times herein mentioned, Plaintiffs request a Declaratory Judgment declaring the April 20, 2019, contract/agreement and Defendant ZION WILLIAMSON, to be valid and enforceable under which Plaintiff seeks specific performance of the terms and conditions thereof, by Defendant ZION WILLIAMSON.

240. That at all relevant times herein mentioned, Plaintiffs request Declaratory Judgment declaring the all of the Defendants to be void, voidable and/or unenforceable.

241. That at all relevant times herein mentioned, Plaintiffs request a Declaratory Judgment setting forth Plaintiffs' rights under Florida Law and in accordance with the April 20, 2019 contract Plaintiff has with Defendant, ZION WILLIAMSON concerning Defendants obligation to pay Plaintiffs the compensation claimed by Plaintiffs herein now and in the future.

AS AND FOR A NINTH CAUSE OF ACTION
AS AND AGAINST ALL DEFENDANTS

ACTION FOR INJUNCTIVE RELIEF

242. Plaintiffs repeat, re-allege, reiterate and reassert each and every fact and each and every allegation contained in paragraphs of the Complaint numbered "1" through "241" with the same force and effect as if more fully set forth at length herein.

243. That at all relevant times herein mentioned, this is an action for Injunction Relief, both temporary and permanent, within the jurisdiction of this Court pleaded in the alternative to and/or in addition to the other Counts of this Complaint.

244. That at all relevant times herein mentioned, as set forth in detail above, Defendants have violated and continue to violate Florida Statutes, including by not limited to Florida Uniform Trade Secrets Act, Section 688.001 *et. seq.* and, based upon information and belief, will continue to do so in the future.

245. That at all relevant times herein mentioned, Defendants individual and collective conduct, as detailed above, including, but not limited to the unlawful misappropriation of and unjust enrichment from Plaintiffs' work product/trade secrets, are ongoing problems that will continue to cause Plaintiffs to sustain economic losses and threaten Plaintiffs ability to serve as Marketing and Branding Consultants and/or to otherwise work in the market place for Marketing and Branding.

246. That at all relevant times herein mentioned, a money judgment alone in this case, may only compensate Plaintiffs for past losses and will not stop the Defendants tortuous interference, unlawful misappropriations and/or unjust enrichment, as detailed above and will not stop the Defendants from continuing to unlawfully take/misappropriate the monies duly earned and owed to Plaintiffs and that is necessary to maintain Plaintiffs practice on an ongoing basis.

247. That at all relevant times herein mentioned, Plaintiffs will suffer irreparable harm from the acts of the Defendants and enjoining the Defendants from committing these violations in the future and declaring their invalidity, is appropriate as the Plaintiff does not have any adequate remedy at law.

248. That at all relevant times herein mentioned, Plaintiffs will suffer irreparable harm unless the relief requested herein is granted and maintained until a trial on merits.

249. That at all relevant times herein mentioned, Plaintiffs have no adequate remedy to protect them in the law.

250. That at all relevant times herein mentioned, Plaintiffs have a substantial likelihood of success of the merits of the claims herein alleged.

251. That at all relevant times herein mentioned, an injunction will serve the public interest.

252. That at all relevant times herein mentioned, the Plaintiffs will suffer additional hardship if the Defendants are allowed to continue their injurious conduct.

253. That at all relevant times herein mentioned, the interest of third persons and of the public will be served by the entry of a permanent injunction.

254. That at all relevant times herein mentioned, an injunction can be practicable and adequately framed and enforced.

255. That at all relevant times herein mentioned, Plaintiffs requests a permanent and/temporary injunction pending trial on the merits of the within matter, which includes, but is not limited to, enjoining the Defendants

a. From performing any of the terms or conditions of the Defendants claimed contract with one another relating to representation of Defendant ZION WILLIAMSON as his exclusive Global Marketing Agency/Agent;

b. From receiving any financial compensation from any of the individual/companies/entities/ideas identified/listed/contained in Plaintiffs strategic/comprehensive marketing plan/trade secrets relative to Defendant ZION WILLIAMSON's marketing branding and/or endorsements; .

c. From Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS serving as the global marketing agency/agent, exclusive or otherwise, to/for Defendant ZION WILLIAMSON;

d. From Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS holding themselves out as Defendant ZION WILLIAMSON's global marketing agency/agent to any and all third parties, from contacting Defendant, ZION WILLIAMSON or his family to introduce any endorsement opportunities, overseeing any marketing opportunities brought to or available to Defendant ZION WILLIAMSON, defining analyzing or costing the benefit size to Defendant ZION WILLIAMSON of any endorsement opportunities, negotiating any marketing branding or endorsement deals on behalf of Defendant ZION WILLIAMSON, forwarding draft contracts to Defendant ZION WILLIAMSON or his family to facilitate Defendant ZION WILLIAMSON's review and negotiation of any such contracts with any endorsement entity or third party,

facilitate or negotiate in any way with any third party, an contract, endorsement or opportunity on behalf of Defendant ZION WILLIAMSON; providing any advice to Defendant, ZION WILLIAMSON or his family on the building of his marketing brand domestically or internationally and the granting of such further and other injunction relief as to this Honorable Court seems just and proper;

e. From taking, publishing, using, usurping, deriving any benefit and/or financial benefit/compensation from, misappropriating and/or not protecting the secrecy of Plaintiffs' proprietary and protected business plan/work product/trade secrets;

f. From violating Plaintiffs' rights; and

g. From acting on or in furtherance of the breach of Plaintiffs' April 20, 2019 contract/Agreement with Defendant ZION WILLIAMSON and/or in furtherance of Defendants' unlawful contract between one another for Defendants CREATIVE ARTISTS AGENCY, LLC (CAA), AUSTIN BROWN and/or LISA JOSEPHS METELUS to serve as Defendant ZION WILLIAMSON's Global Marketing and branding agency/firm/agent.

AS AND FOR AN TENTH CAUSE OF ACTION
AS AND AGAINST ALL DEFENDANTS

PUNITIVE DAMAGES

256. Plaintiffs repeat, re-allege, reiterate and reassert each and every fact and each and every allegation contained in paragraphs of the Complaint numbered "1" through "255" with the same force and effect as if more fully set forth at length herein.

257. That at all times herein mentioned, the Defendants' conduct complained of herein, and as set for above, were intentional, malicious, reckless, wanton, extreme, outrageous, in total and/or reckless disregard and deliberate indifference to the lawful rights and entitlements of the Plaintiffs.

258. That at all times herein mentioned, the Defendants' omissions, conduct and/or failures, complained of herein, and as set for above, were intentional, malicious, reckless, wanton, extreme, outrageous, in total and/or reckless disregard and deliberate indifference to the lawful rights and entitlements of the Plaintiffs.

259. That at all times herein mentioned, Defendants conduct, as complained of herein, warrants and mandates that the jury should be instructed to affixed a monetary award so as to punish Defendants for same outrageous conduct and to further serve as a deterrent to these Defendants and other entities/individuals/parties similarly situated as Defendants from engaging in the same and/or similar conduct who may be considering and/or engaging in intentional, malicious, reckless, wanton, extreme, outrageous conduct in total and/or reckless disregard and deliberate indifference to the lawful rights and entitlements of others, as the Plaintiffs and to further serve the interest of the public at large.

260. That pursuant to Florida Uniform Trade Secrets Act, Section 688.001 *et. seq.*, including but not limited to Section 688.004, Plaintiffs are entitled to and demand herein, punitive damages against all Defendants, jointly and severally herein.

261. Plaintiff claims damages herein and request that a judgment be granted against all Defendants, jointly, individually and severally in the amount of One Hundred Million Dollars, (\$100,000,000.00) and/or in an to be determined at trial by the Jury.

DAMAGES, DEMAND FOR JURY TRIAL AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff PRIME SPORTS MARKETING, LLC AND GINA FORD, pray for the following damages and relief against all Defendants:

1. Damages in Excess of Fifteen Thousand Dollars and/or in an amount to be determined at trial by jury;

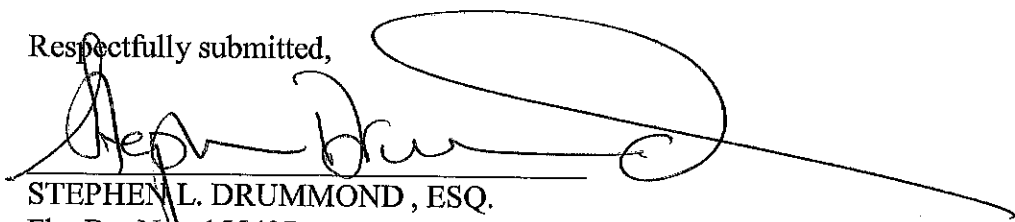
2. Compensatory Damages in an amount to be determined at trial by jury;
3. Consequential Damages in an amount to be determined at trial by jury;
4. Post Judgment interest;
5. Declaratory Judgment against the Defendants as set forth above in Plaintiffs' Eighth Cause of Action;
6. An Temporary Injunction against the Defendants as set forth above in Plaintiffs' Ninth Cause of Action until a final decision can be had in this case;
7. A Permanent Injunction against the Defendants as set forth above in Plaintiffs' Ninth Cause of Action;
8. Punitive Damages, individually, jointly and severally against the Defendants in the amount of One Hundred Million Dollars, (\$100,000,000.00) as set forth above in Plaintiffs' Tenth Cause of Action;
9. Attorneys fees and costs as authorized by contract and/or by applicable Florida Statutes;
10. All remedies including monetary, injunctive and/or declaratory available to Plaintiffs pursuant to Florida Uniform Trade Secrets Act, Section 688.001, *et. seq.*; and
11. Such other relief as this Honorable Court may deem just and proper, in law or in equity.

**ALL CONDITIONS PRECEDENT, HAVE BEEN MET, SATISFIED
AND/OR WAIVED**

PLAINTIFFS REQUEST TRIAL BY JURY

Dated: June 19, 2019
Jamaica, New York

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Stephen L. Drummond', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

STEPHEN L. DRUMMOND, ESQ.

Fla. Bar No.: 155497

DRUMMOND & SQUILLACE, PLLC

Attorneys for Plaintiffs

175-61 Hillside Avenue, Suite 205

Jamaica, New York 11432

(718) 298-5050

(718) 298-5554(fax)

sdrummond@dswinlaw.com